

UTILITY EASEMENT

THIS INDENTURE, made this 1st day of August, 2000, by and between CHARLES D. & GEORGIA S. HATFIELD hereinafter referred to as the "Grantor" and INDIANA-AMERICAN WATER COMPANY, INC., a corporation organized and existing under the laws of the State of Indiana, having an office for the transaction of business at 401 Camby Court, Greenwood, IN, 46142, hereinafter referred to as the "Grantee".

2000 OCT 4 75

WITNESSETH

The Grantor, in consideration of the covenants and agreements hereinafter recited and the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the Grantee, its successors and assigns, forever, a free uninterrupted and unobstructed easement, in, under, across and over the real estate of the Grantor, situated in LAKE County, Indiana, more particularly described on Exhibit A and as shown on the sketch, Exhibit B, both attached hereto and made a part hereof, for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying and adding to from time to time water pipe or pipes, together with all necessary fittings, valves, hydrants, meters, appurtenances and attached facilities, including service pipes and laterals and connections for the transmission and distribution of water.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

Together with the right to the Grantee, its successors and assigns, to (i) enter in and upon the real estate described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing or adding to the aforesaid water pipe lines and attached facilities, (ii) remove trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein, and (iii) for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

The right of the Grantor to freely use and enjoy its interest in the real estate is reserved to Grantor, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of Grantee's water pipe lines and attached facilities, except that no building, structure or similar improvements shall be erected within said easement, nor shall the grade or ground cover over Grantee's facilities be substantially altered, without the consent of the Grantee. Notwithstanding the foregoing, no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said water pipes except pipes crossing same at right angles, in which latter cause, a minimum distance of two (2) feet shall be maintained between the pipes. All sewer pipes shall be laid below the water pipes. No excavation or blasting shall be carried on which in any way endangers or might endanger the water pipe lines and attached facilities.

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OCT 4 2000

PETER BENJAMIN
LAKE COUNTY AUDITOR

00349

TO HAVE AND TO HOLD the above granted easement unto the same Grantee, its successors and assigns forever.

The Grantee agrees, by the acceptance of this easement that, upon any opening made in connection with any of the purposes of this easement, said opening shall be backfilled and resurfaced to as nearly as possible the same

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955 Fleming St.

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condition as existed when said opening was made, provided that Grantee shall not be obligated to restore landscaping, other than reseeded any grass which was removed upon entry, all such work to be at the expense of the Grantee. Any improved surfaces damaged or removed upon entry shall be restored at the expense of the Grantee

The Grantee shall indemnify and hold the Grantor harmless from and against any and all damages, injuries, losses, claims, demands, or costs proximately caused by the negligent or reckless act or omission of the Grantee in the construction, erection, installation, maintenance, operation, replacement, repair, renewal or removal of the facilities located in this easement.

In the event Grantee permanently abandons its use of this easement, Grantee's rights granted herein shall cease and terminate, whereupon all such rights hereunder shall revert to Grantor or its successors or assigns.

And the said Grantor does covenant with the said Grantee as follows:

1. That the Grantor is the owner in fee simple of the real estate hereby subjected to said easement and has good title to convey the same. In accordance with Ind. Code 32-5-2-2(a) Grantor acquired said real estate from BRENT J. LEMAICH by deed dated 8-28-92, and recorded in the Office of the Recorder of Deeds of Lake County, Indiana, in Deed Book NA, Page NA, or as Instrument No. 92059902, on the 23rd day of SEPT, 1992.
2. That the Grantee shall quietly enjoy the said easement.
3. That the real estate hereby subjected to said easement is subject to no mortgages except CHASE MANHATTAN BANK.
(If none, state "No Exceptions")

IN WITNESS WHEREOF, the Grantor has duly executed this INDENTURE, all as of the day and year first above written

(Signature)

Charles D. Hatfield

(Printed Name)

CHARLES D. HATFIELD

(Signature)

Georgia S. Hatfield

(Printed Name)

GEORGIA S. HATFIELD

STATE OF INDIANA

) SS:

COUNTY OF LAKE

Before me, a Notary Public in and for said County and State, personally appeared CHARLES D. HATFIELD and GEORGIA S. HATFIELD, who having been duly sworn upon his/her oath acknowledged the execution of the foregoing easement and right-of-way.

Witness my hand and Notarial Seal this 1st day of AUGUST, 2000.

(Signature)

Deborah A. Lovess

(Printed Name)

DEBORAH A. LOVASS

Notary Public residing in LAKE County, Indiana.

My Commission Expires: 12-17-2001

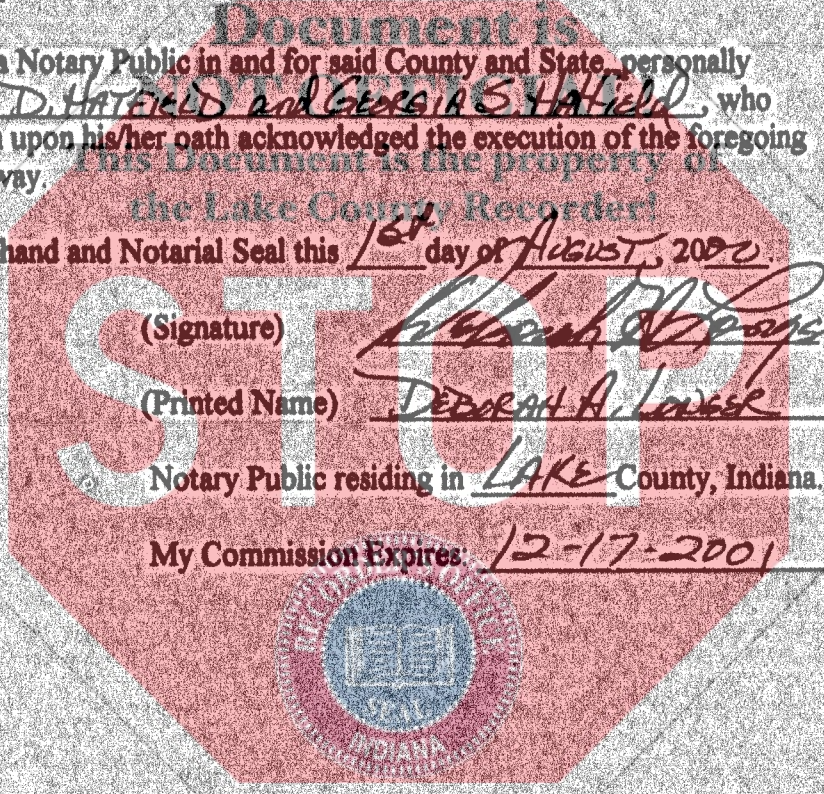


EXHIBIT "A"

THE WEST SIX (6) FEET OF THE SOUTH 50 FEET OF THE WEST 165 FEET OF THE SOUTH ½ OF THE NORTH ½ OF THE SE ¼ OF THE SW ¼ OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE 2ND P.M. AND THE WEST SIX (6) FEET OF PART OF THE SOUTH ½ OF THE NW ¼ OF THE SE ¼ OF THE SW ¼ OF THE SW ¼ OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE 2ND P.M., COMMENCING AT A POINT 50 FEET NORTH OF THE SW CORNER OF SAID TRACT AND RUNNING THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID TRACT 166.1 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID TRACT 32.45 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT 166.1 FEET TO THE WEST LINE THEREOF; THENCE SOUTH 32.45 FEET TO THE PLACE OF BEGINNING, IN THE CITY OF HOBART, LAKE COUNTY, INDIANA.



955 Fleming St

EXHIBIT "B"

