

2002 042156

2002 042156

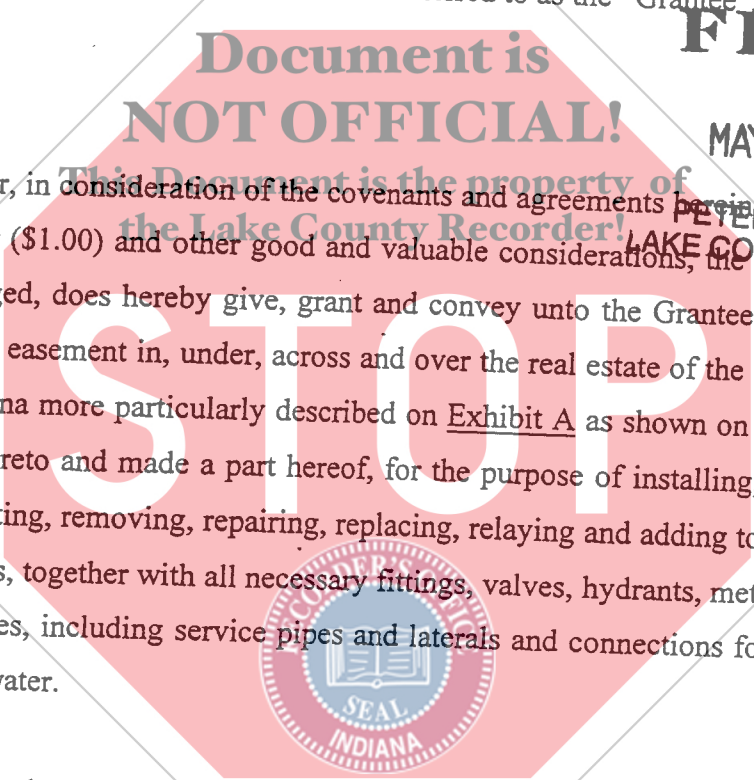
UTILITY EASEMENT

THIS INDENTURE, made this 3RD day of August, 2001, by and between Brian Bentley 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 650 Madison Street, Gary, IN 46401, hereinafter referred to as the "Grantee"

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 considerations, the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the Grantee, its successors and assigns, forever, an easement in, under, across and over the real estate of the Grantor, situated in Lake County, Indiana more particularly described on Exhibit A 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 and 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.

Together with the right of 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.



FILED

MAY 6 2002

194
M.H.
6001744

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 case, a minimum distance of two (2) feet shall be maintained between the pipes. All sewer pipe 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.

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

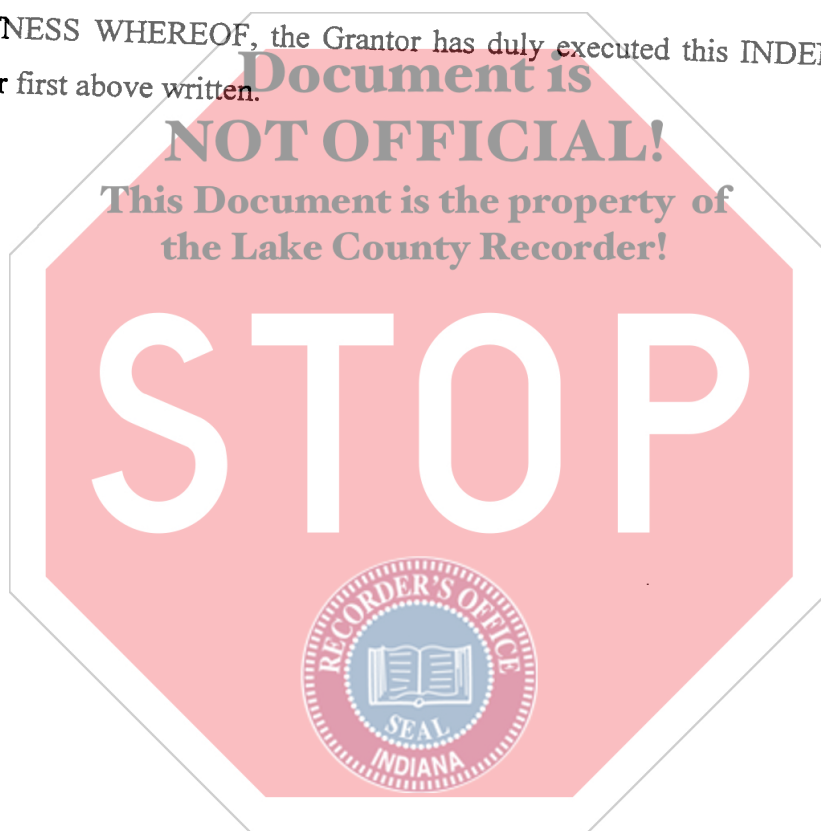
The Grantee agrees, by the acceptance of this easement that, upon any opening made in connection with any of the purposes of this easement, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that Grantee shall not be obligated to restore landscaping, other than reseeding any grass which was removed upon entry, all such work to be done 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 acts or omission of the Grantee in the construction, erection, installation, maintenance, operation, replacement, repair, renewal or removal of the facilities located in the easement.

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 Indiana Code 32-5-2-2(a) Grantor acquired said real estate from Maxine D. Miller by deed dated 02/09/1998, and recorded in the Office of the Recorder of Lake County, Indiana, as Document No. 98010707, on the 14th day of February, 1998.
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 NO EXCEPTIONS
_____ (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.



(Individual Owner)

(Signature)

(Printed Name)

Brian D. Bentley
BRIAN D. BENTLEY

(Signature)

(Printed Name)

Onboard USNS JOHN ERICSSON (T-AO 194)

~~STATE OF~~ _____)

) SS:

~~COUNTY OF~~ _____)

the Ship's Deputy Disbursing Officer

Before me, a ~~Notary Public in and for said County and State~~, personally appeared _____

Mr. Brian D. BENTLEY

_____, who having been duly sworn upon his/her oath acknowledged the execution of the foregoing easement.

Document is NOT OFFICIAL!
This Document is the property of the ~~County Recorder~~ Recorder!

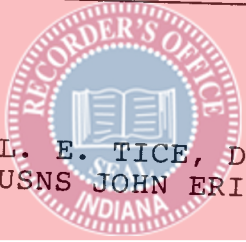
Witness my hand and ~~Notary Seal~~ ^{Ship's Seal} this 3rd day of AUGUST, 2001.

(Signature)

(Printed Name)

L. E. TICE, Deputy Disbursing Officer
USNS JOHN ERICSSON (T-AO 194)
County,

~~Notary Public residing in~~
~~My Commission Expires~~



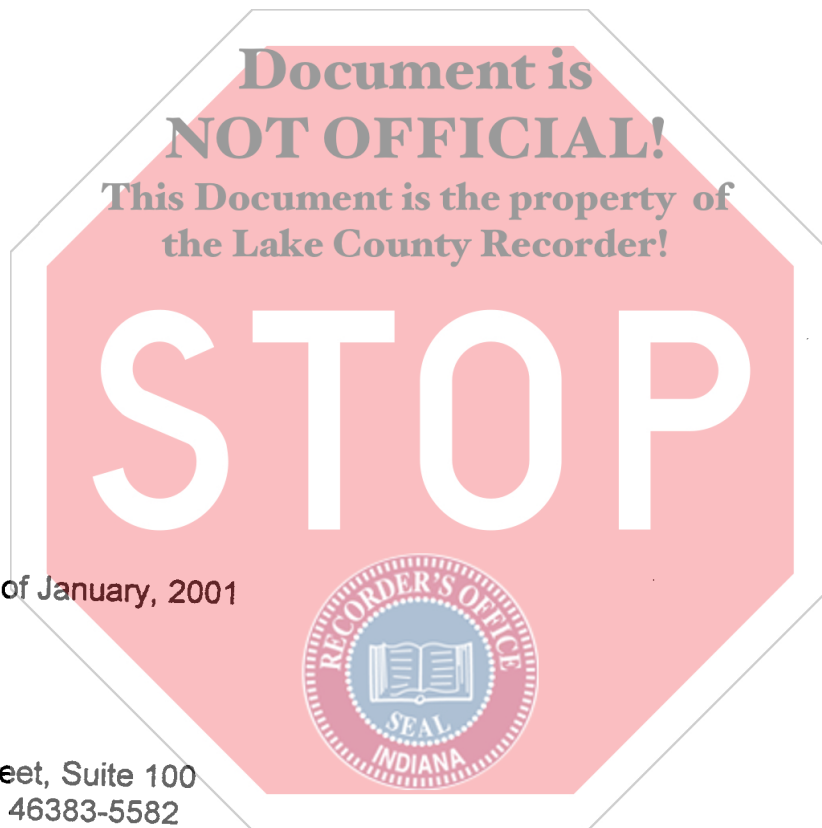
This instrument prepared by : L. E. TICE, Deputy Disbursing Officer
with offices at: USNS JOHN ERICSSON (T-AO 194)

EXHIBIT A

PERMANENT EASEMENT

A permanent easement being a part of lands now owned by Brian Bentley per a Warranty Deed dated 02/09/1998 and recorded 02/14/1998 as Document Number 98010707 in the Office of the Recorder of Lake County, Indiana; said easement described as follows:

The East 15.00 feet of Lot 29 in Cleveland Heights as per plat thereof recorded in Plat Book 28, page 78, in the Office of the Recorder of Lake County, Indiana; said easement containing 0.03 acres/1,125 square feet, more-or-less, and subject to all existing easements and rights-of-way.

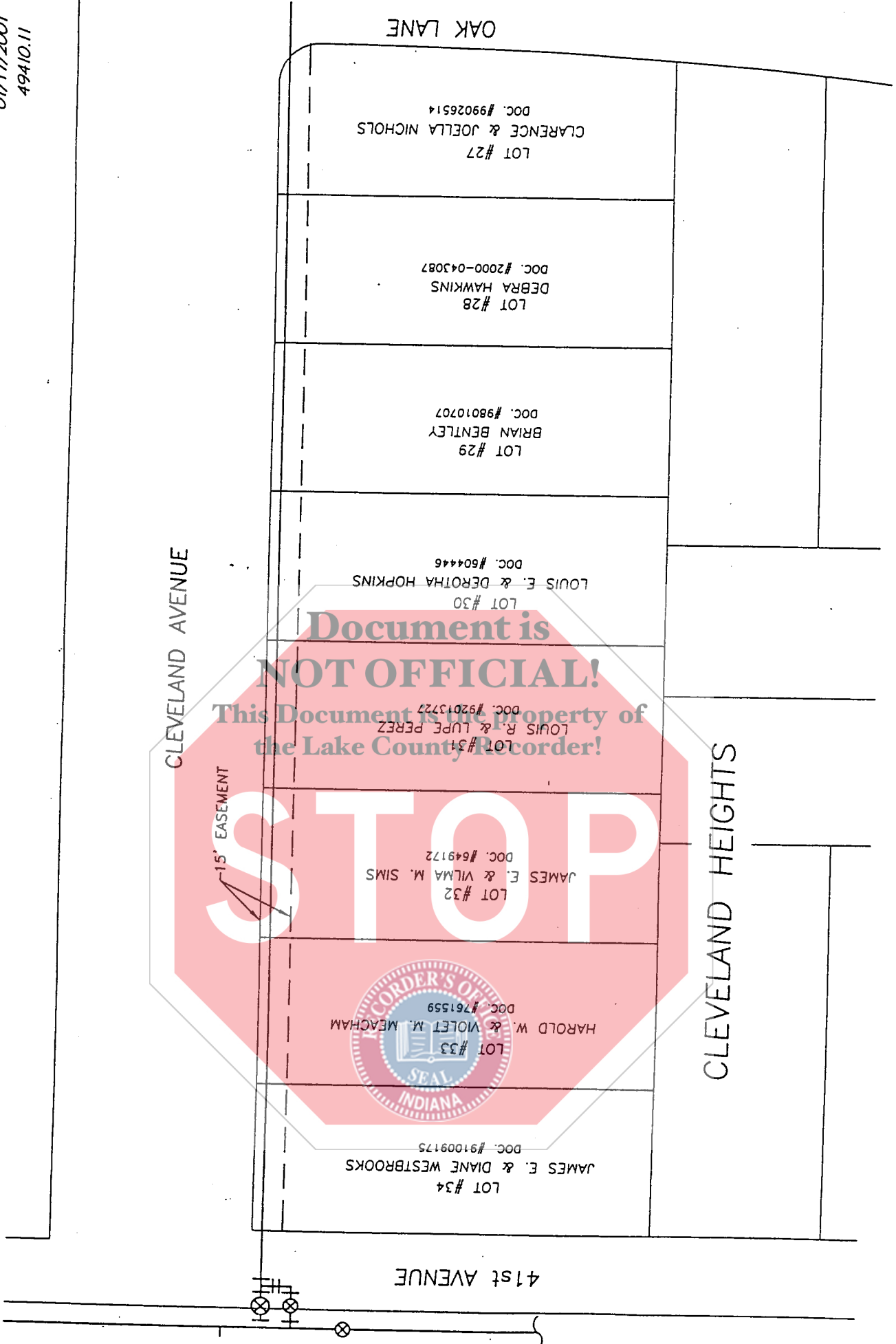


Dated this 15th day of January, 2001

Prepared by:

Bonar Group
158 S. Napoleon Street, Suite 100
Valparaiso, Indiana 46383-5582
219-462-1158

CLARK-DIETZ
01/17/2001
49410.11



BONAR GROUP
ENGINEERS ARCHITECTS PLANNERS SURVEYORS
FORT WAYNE • INDIANAPOLIS • VALPARAISO
158 S. Wagoner Street, Suite 100, Valparaiso, IN 46383-5502
Phone 719/462-1156 Fax 719/462-0328

REVISIONS	
Date	Description



EXHIBIT B