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UTILITY EASEMENT

THIS INDENTURE, made this 2ND day of OCTOBER, 2001, by and between James E. and Diane L. Westbrooks 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".

FILED

WITNESSETH

Document is NOT OFFICIAL!

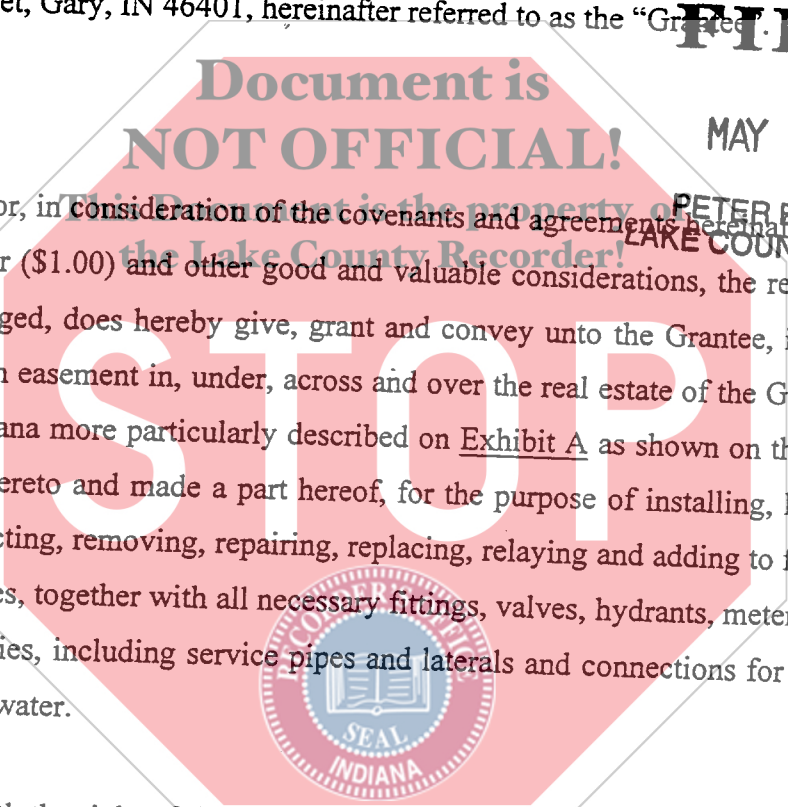
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The Grantor, in consideration of the covenants and agreements hereinafter recited and the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which, is hereby acknowledged, does hereby give, grant and convey unto the 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.

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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.

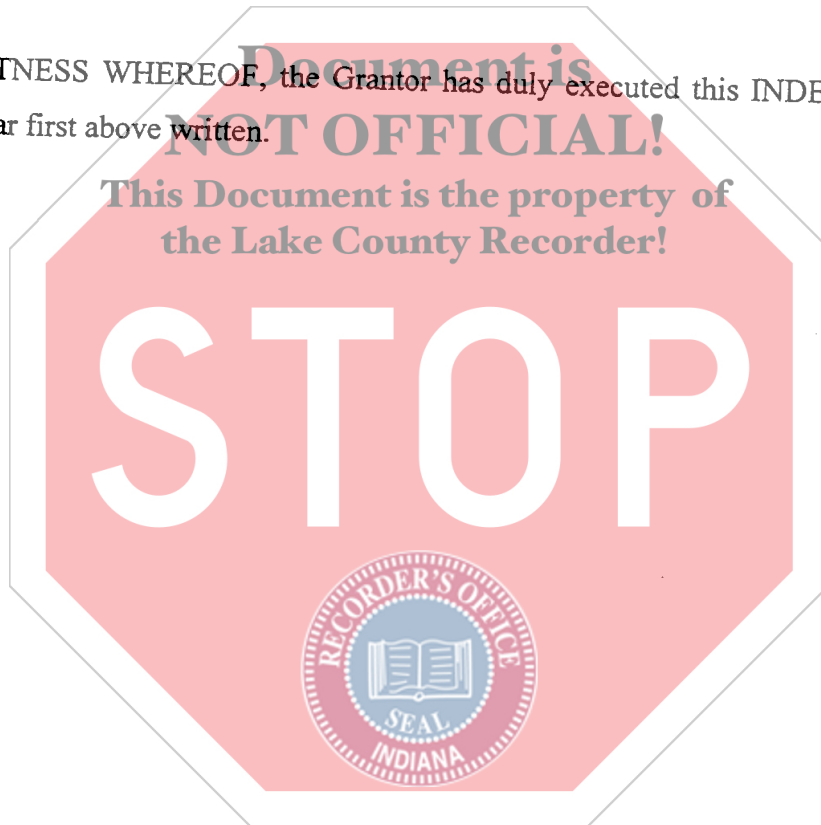
The Grantee agrees, by the acceptance of this easement that, upon any opening made in connection with any of the purposes of this easement, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that Grantee shall not 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 Janice Shield, as personal representative of the estate of Robert L. Green, by deed dated 02/04/1991, and recorded in the Office of the Recorder of Lake County, Indiana, as Document No. 91009175, on the 27th day of February, 1991.
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)

James E. Westbrook
James E. Westbrook

(Signature)

(Printed Name)

Diane L. Westbrook
Diane L. Westbrook

STATE OF Indiana)

COUNTY OF Lake) SS:

Before me, a Notary Public in and for said County and State, personally appeared James E. Westbrook and Diane Westbrook, who having been duly sworn upon his/her oath acknowledged the execution of the foregoing easement.

Witness my hand and Notarial Seal this 2nd day of October, 2001.

(Signature)

(Printed Name)

Notary Public residing in

My Commission Expires:

Fred B. Marshall
Fred B. Marshall
Elkhart County, Lake
Oct. 14, 2008

This instrument prepared by :

with offices at:

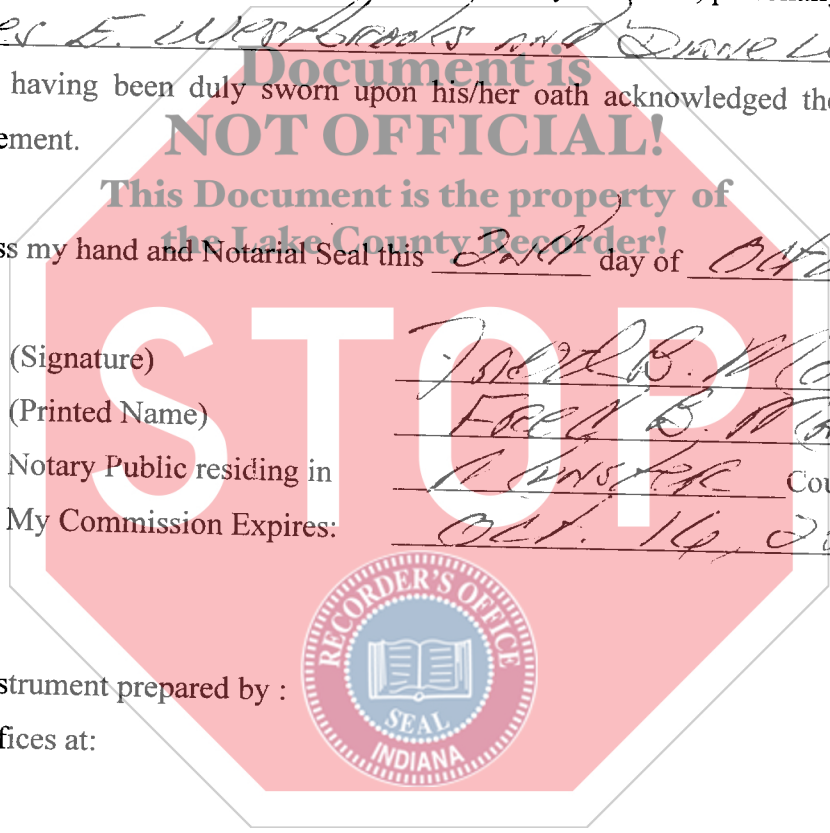


EXHIBIT A

PERMANENT EASEMENT

A permanent easement being a part of lands now owned by James E. and Diane L. Westbrooks per an Executor's Deed dated 02/04/1991 and recorded 02/27/1991 as Document Number 91009175 in the Office of the Recorder of Lake County, Indiana; said easement described as follows:

The East 15.00 feet of Lot 34 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.

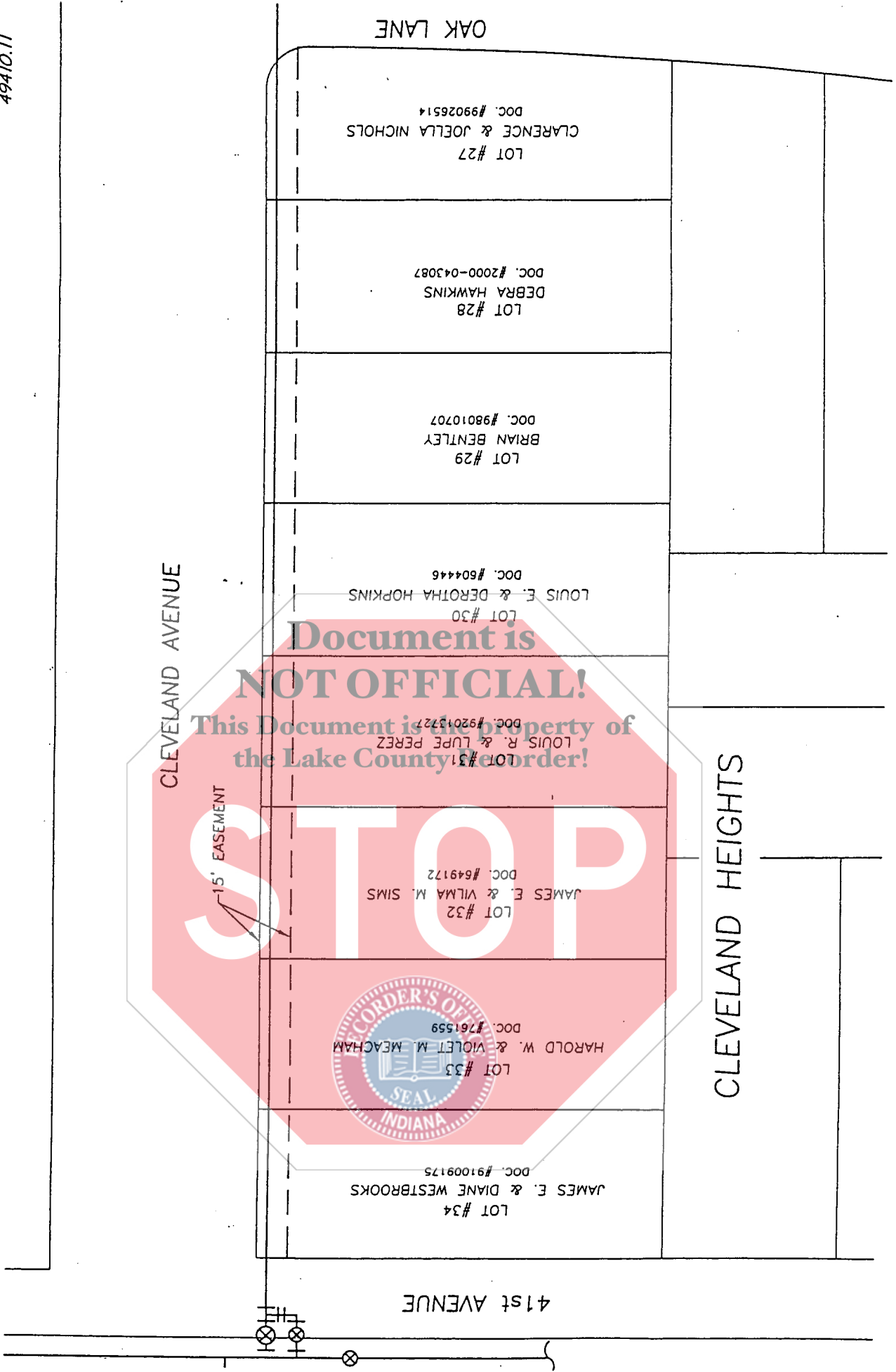


Dated this 15th day of January, 2001

Prepared by:

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

CLARK- DIETZ
01/17/2001
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REVISIONS	
Date	Description

