

2006 026497

2006 MAR 31 AM 10:35
UTILITY EASEMENT

MICHAEL J. BROWN

THIS INDENTURE, made this 15th day of MARCH, 2006, by and between Fotios N. &

ANGELIKI F. FITOVSIS hereinafter referred to as the "Grantor" and INDIANA AMERICAN WATER, a corporation organized and existing under the laws of the State of Indiana, having an office for the transaction of business at 555 East County Line Road, Suite 201, Greenwood, IN, 46143, 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 consideration, 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 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.

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

Revised: 8/2/01

Page 1 of 3

FILED

MAR 29 2006

006992

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

2006
03
25
35
LF

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.

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 the same. In accordance with Ind. Code 32-5-2-2(a) Grantor acquired said real estate by deed dated 8-21-92, and recorded in the Office of the Recorder of Deeds of LAKE County, Indiana, in Deed Book _____, Page _____, or as Instrument No. 92053288 on the 21 day of AUGUST, 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 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)

X Fotias Fitousis
(Signature)

Fotias N. Fitousis

(Printed Name)

ANGELIKI FITOUSIS
(Signature)

Angeliki F. Fitousis

(Printed Name)

STATE OF IN)

COUNTY OF LAKE)

) SS:

Before me, a Notary Public in and for said County and State, personally appeared Joseph GENT, Fotias, Angeliki Fitousis who having been duly sworn upon his/her oath acknowledged the execution of the foregoing easement.

Witness my hand and Notarial Seal this 23rd day of MARCH, 2006

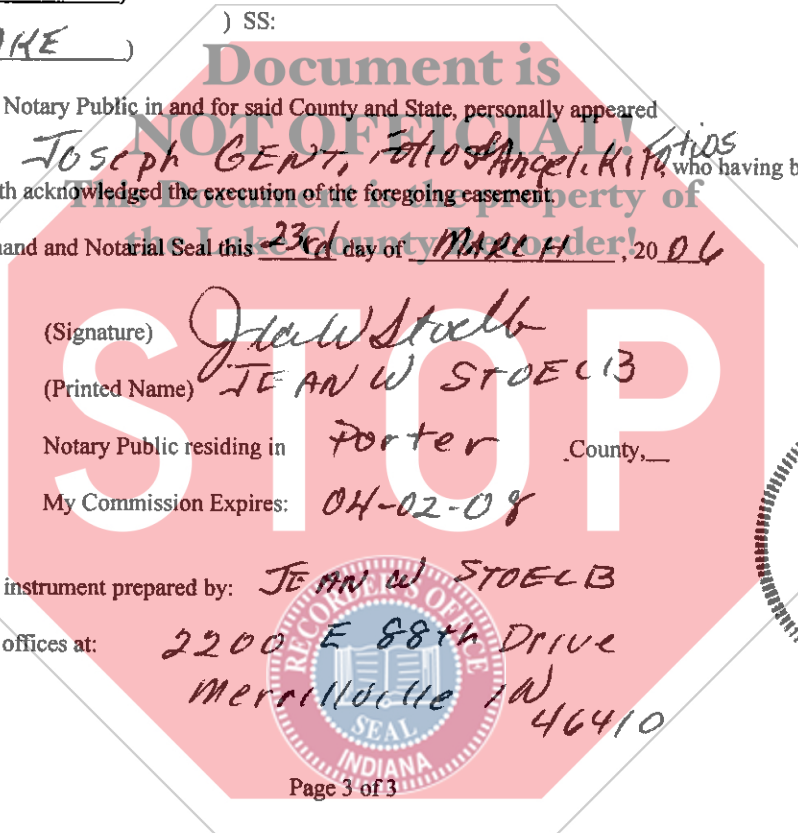
(Signature)

(Printed Name)

Notary Public residing in Porter County,

My Commission Expires: 04-02-08

This instrument prepared by: JEAN W STOELB
with offices at: 2200 E 88th Drive
Merrillville IN 46410



Torrenge Engineering, Inc.

REGISTERED PROFESSIONAL ENGINEERS
907 RIDGE ROAD
MUNSTER, INDIANA 46321

www.torrenge.com

Office (219) 836-8918

Fax (219) 836-1138

Legal Description of a 10' Water Main Easement 69th Avenue, Hobart, IN

Subject Parcel Key: 53-7-39

DESCRIPTION: The North 10 feet of the South 50 feet of a parcel of land described in a Quit-Claim Deed recorded in the Office of the Recorder of Lake County, Indiana as Doc. No. 92053288, dated 8-21-92, as follows:

That part of the West 1/2 of the East 2/5 of the West 1/2 of the Southwest 1/4 of Section 11, and the East 1/5 of the West 1/2 of the Southwest 1/4 of Section 11, in Township 35 North, Range 8 West, of the 2nd Principal Meridian, lying South of the right of way of the Chicago and Grand Trunk Route Railway, Lake County, Indiana.

Legal Description of a 10' Temporary Construction Easement 69th Avenue, Hobart, IN

DESCRIPTION: The North 10 feet of the South 60 feet of a parcel of land described in a Quit-Claim Deed recorded in the Office of the Recorder of Lake County, Indiana as Doc. No. 92053288, dated 8-21-92, as follows:

That part of the West 1/2 of the East 2/5 of the West 1/2 of the Southwest 1/4 of Section 11, and the East 1/5 of the West 1/2 of the Southwest 1/4 of Section 11, in Township 35 North, Range 8 West, of the 2nd Principal Meridian, laying South of the right of way of the Chicago and Grand Trunk Route Railway, Lake County, Indiana.

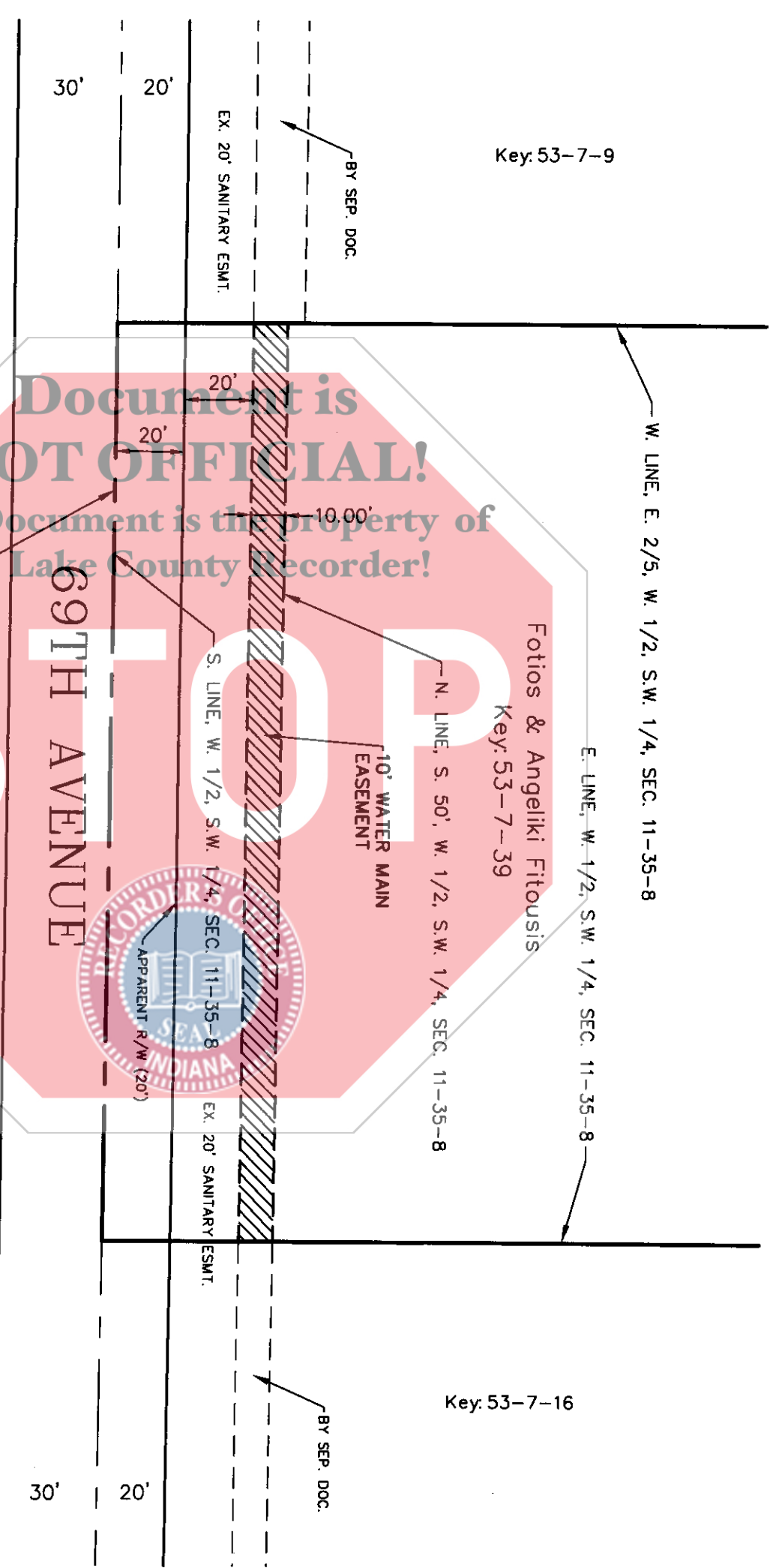


Prepared for: GOUGH, Inc.

Prepared by: Torrenge Engineering, Inc.

Date: March 4, 2006

Y:\Legal Descriptions\Terry Levin\The Meadows\Water Main Easement - Fitousis Parcel.doc



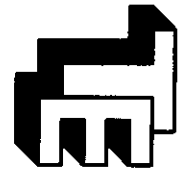
Key: 53-7-9

Key: 53-7-16

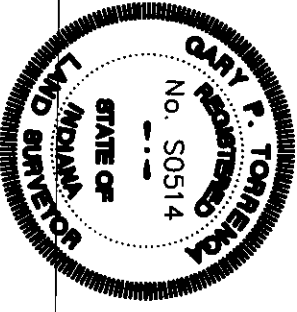
Grantor: Fotios N. & Angeliki F. Fitousis
 Key No.: 53-7-39
 Quit-Claim Deed, Doc. No. 92053288, Recorded August 21, 1992

EXHIBIT "B"
WATER MAIN EASEMENT

Client: Gough, Inc.
 Engineer: Torrenca Engineering, Inc.
 Date: March 7, 2006
 Scale: 1" = 40'



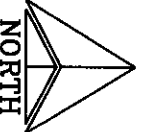
Gary P. Torrenca



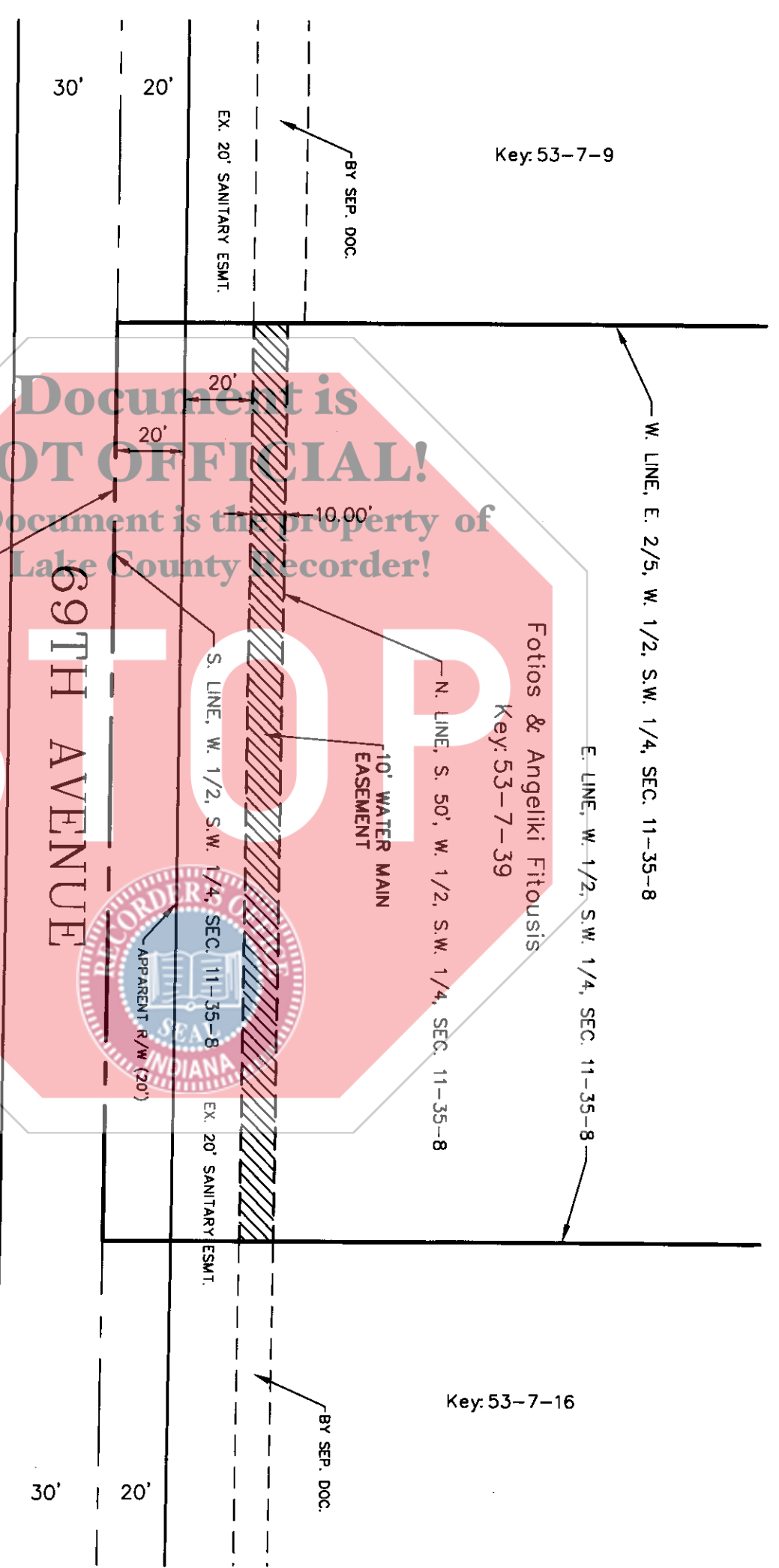
TORRENCA ENGINEERING, INC.

CONSULTING ENGINEERS & LAND SURVEYORS
 907 RIDGE ROAD, MUNSTER, INDIANA 46321

Tel. No.: (219) 898-8818 e-mail: torrenca@torrenca.com website: www.torrenca.com



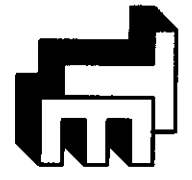
Z:\3007-06 Hobart - The Meadows\img\3007-06 Hobart - The Meadows.dwg 3/7/2006 8:59:41 AM CST



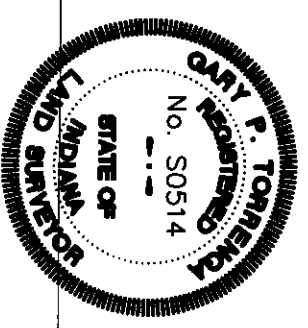
Grantor: Fotios N. & Angeliki F. Fitousis
 Key No.: 53-7-39
 Quit-Claim Deed, Doc. No. 92053288, Recorded August 21, 1992

EXHIBIT "B"
WATER MAIN EASEMENT

Client: Gough, Inc.
 Engineer: Torrenca Engineering, Inc.
 Date: March 7, 2006
 Scale: 1" = 40'



Gary P. Torrenca



TORRENCA ENGINEERING, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 907 RIDGE ROAD, MUNSTER, INDIANA 46321
 Tel No.: (219) 898-8918 e-mail: torre@torrenca.com website: www.torrenca.com

