

5

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2006 095331

2006 OCT 31 PM 12:49

UTILITY EASEMENT

2006-095331

MICHAEL A. BROWN
RECORDER

THIS INDENTURE, made this _____ day of _____, 20____, by and between INDIANA

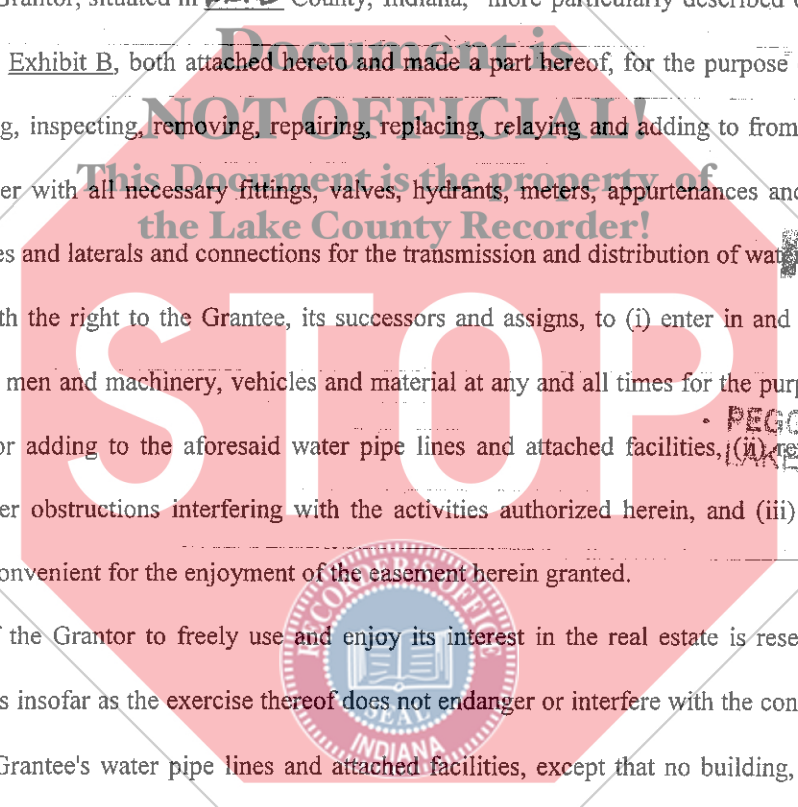
WESLEYAN UNIVERSITY hereinafter referred to as the "Grantor" and INDIANA AMERICAN WATER, a corporation organized and existing under the laws of the State of Indiana, having an office for the transaction of business at 555 East County Line Road, Suite 201, Greenwood, IN, 46143, hereinafter referred to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



FILED
OCT 31 2006
PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

022459

20-
LP
CS

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.

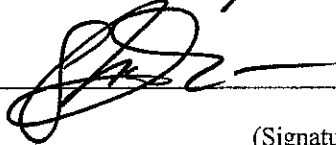
And the said Grantor does covenant with the said Grantee as follows:

1. That the Grantor is the owner in fee simple of the real estate hereby subjected to said easement and has good title to convey the same. In accordance with Ind. Code 32-5-2-2(a) Grantor acquired said real estate by deed dated 8/9/05, and recorded in the Office of the Recorder of Deeds of LAKE County, Indiana, in Deed Book _____, Page _____, or as Instrument No. 005777, on the 8th day of August, 2005.
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 _____ (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.

(Corporate Owner)

INDIANA WESLEYAN UNIVERSITY a(n) INDIANA corporation



(Signature)

SHAWN L. MATTER

(Printed Name)

DIRECTOR OF OPERATIONS

(Title)

STATE OF INDIANA

COUNTY OF GRANT

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

SHAWN L. MATTER as DIRECTOR OF OPERATIONS of

INDIANA WESLEYAN UNIVERSITY, who having been duly sworn upon his/her oath acknowledged the execution of the foregoing easement for and on behalf of the said corporation.

Witness my hand and Notarial Seal this 7th day of JULY, 2006.

(Signature)



(Printed Name)

MARY L GUY

Notary Public residing in WARASH County,

My Commission Expires: 4/7/08

This instrument prepared by: DEEP ENGINEERING

with offices at: 432 S. EMERSON AV, GREENWOOD, IN

"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."

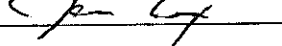
PREPARED BY: 

EXHIBIT A

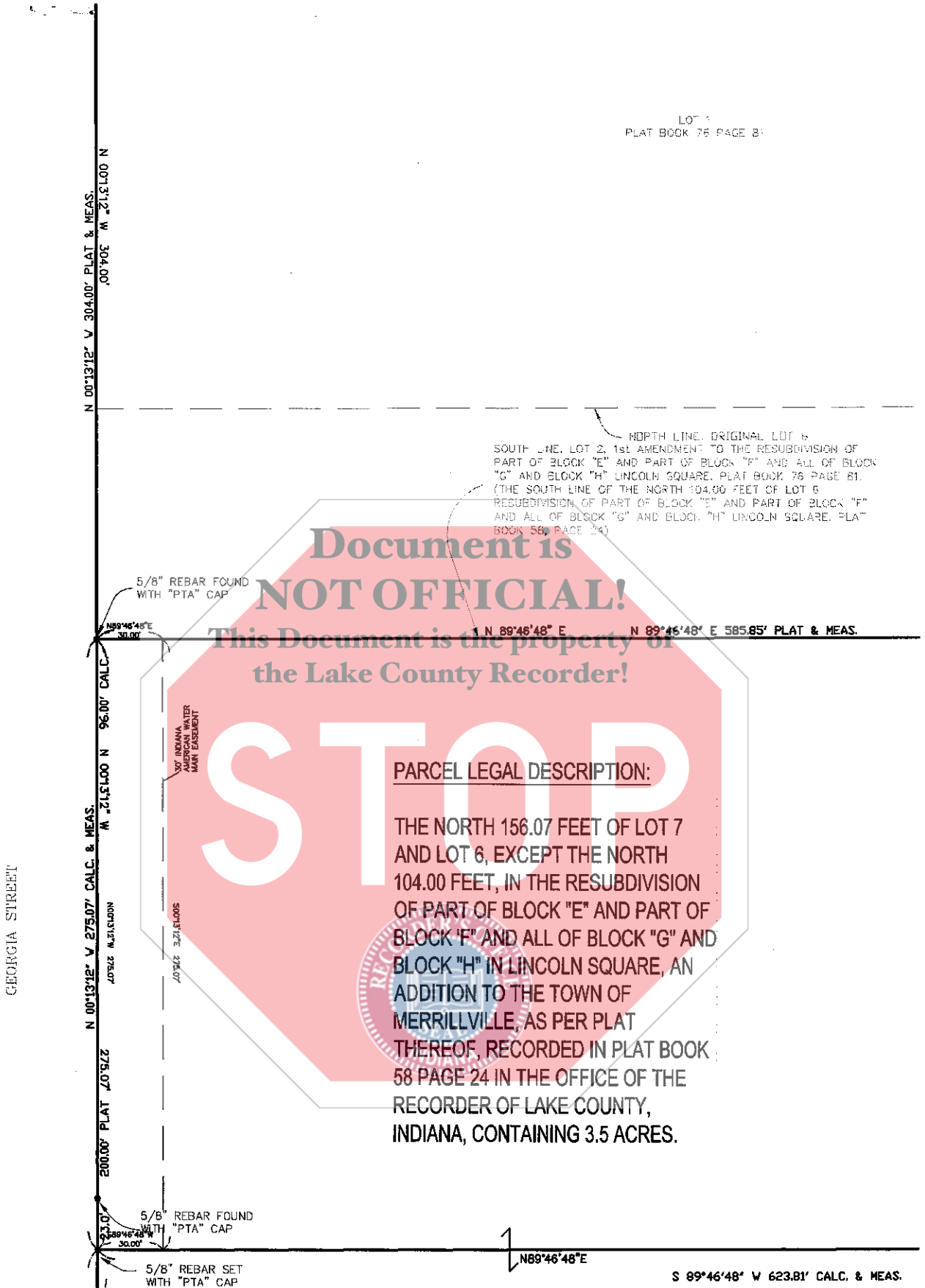


EXHIBIT B

WATER MAIN UTILITY EASEMENT DESCRIPTION

A PART OF THE NORTH 156.07 FEET OF LOT 7 AND LOT 6, EXCEPT THE NORTH 104.00 FEET, IN THE RESUBDIVISION OF PART OF BLOCK 'E' AND A PART OF BLOCK 'F' AND ALL OF BLOCK 'G' AND BLOCK 'H' IN LINCOLN SQUARE, AN ADDITION TO THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 58 PAGE 24 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 9 IN SAID SUBDIVISION ALONG A LINE WITH AN ASSUMED BEARING NORTH 00 DEGREES 13 MINUTES 12 SECONDS WEST A DISTANCE OF 202.54 FEET TO A REINFORCING BAR WITH A PINK CAP EMBOSSED WITH THE FIRM INFORMATION 'PLUMB TUCKETT' AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE NORTH 00 DEGREES 13 MINUTES 12 SECONDS WEST A DISTANCE OF 275.07 FEET TO A REINFORCING BAR WITH A PINK CAP EMBOSSED WITH THE FIRM INFORMATION 'PLUMB TUCKETT'; THENCE NORTH 89 DEGREES 46 MINUTES 48 SECONDS EAST A DISTANCE OF 30 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 12 SECONDS EAST A DISTANCE OF 275.07 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 48 SECONDS WEST A DISTANCE OF 30 FEET TO THE POINT OF BEGINNING, CONTAINING 0.19 ACRES MORE OR LESS.

