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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 033617

2013 MAY 13 PM 1:41

MICHAEL D. BROWN
RECORDER

UTILITY EASEMENT

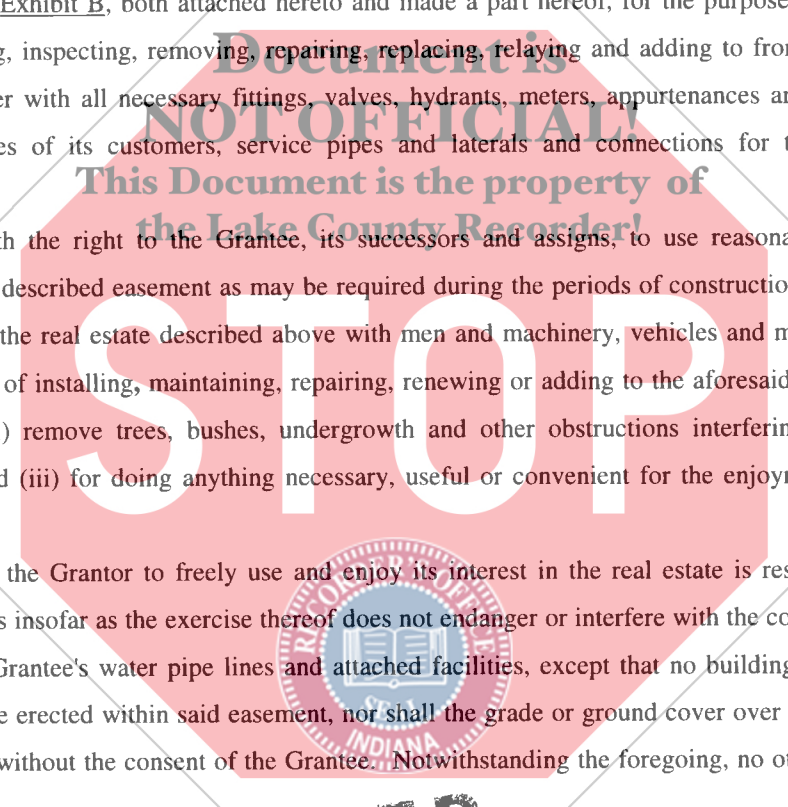
THIS INDENTURE, made this 05 day of February, 2013, by and between Thomas P. Hansbury, hereinafter referred to as the "Grantor" and INDIANA-AMERICAN WATER COMPANY, INC., a corporation organized and existing under the laws of the State of Indiana, having an office for the transaction of business at 555 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 sell, 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 lines of its customers, 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 use reasonable additional space adjacent to the above described easement as may be required during the periods of construction and maintenance 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 installing, 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



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MAY 13 2013

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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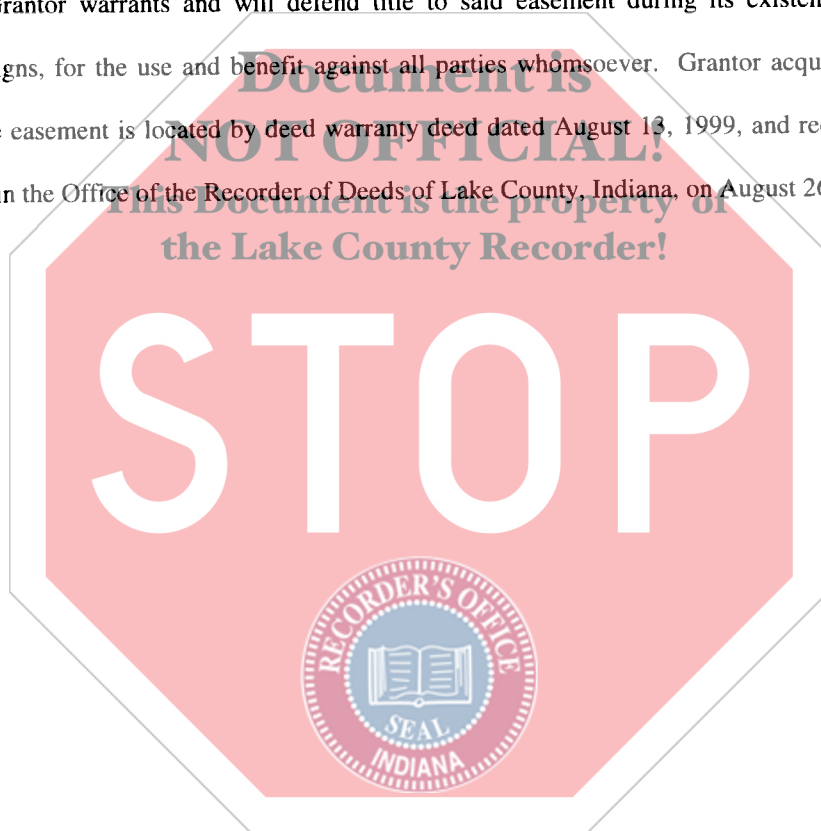
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shall be placed within ten (10) feet, measured horizontally, from the said water pipes except pipes crossing same at right angles, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes. All sewer pipes shall 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.

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 to 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.

Grantor warrants and will defend title to said easement during its existence with Grantee, its successors and assigns, for the use and benefit against all parties whomsoever. Grantor acquired title to said real estate on which the easement is located by deed warranty deed dated August 13, 1999, and recorded as Instrument number 99071050 in the Office of the Recorder of Deeds of Lake County, Indiana, on August 26, 1999.

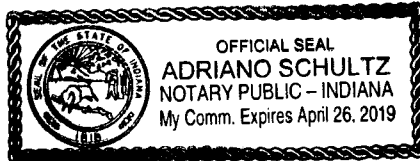


IN WITNESS WHEREOF, the Grantor have duly executed this INDENTURE, all as of the day and year first above written.

Thomas P. Hansbury
(Signature)

Thomas P. Hansbury
(Printed Name)

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)



Before me, a Notary Public in and for said County and State, personally appeared Thomas P. Hansbury, to me known to be the person described in and who executed the foregoing instrument and that he acknowledged the same as his free act and deed.

Witness my hand and Notarial Seal this 25th day of February, 2013.
(Signature) Adriano Schultz
(Printed Name) Adriano Schultz
Notary Public residing in Lake County, Indiana
My Commission Expires: April 26, 2019

This instrument prepared by: Cristy Wheeler, Corporate Counsel for Indiana-American Water Company, Inc., with offices located at 555 E. County Line Road, Greenwood, IN 46142

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in the document, unless required by law. Cristy Wheeler, Corporate Counsel for Indiana-American Water Company, Inc.,

Cristy Wheeler

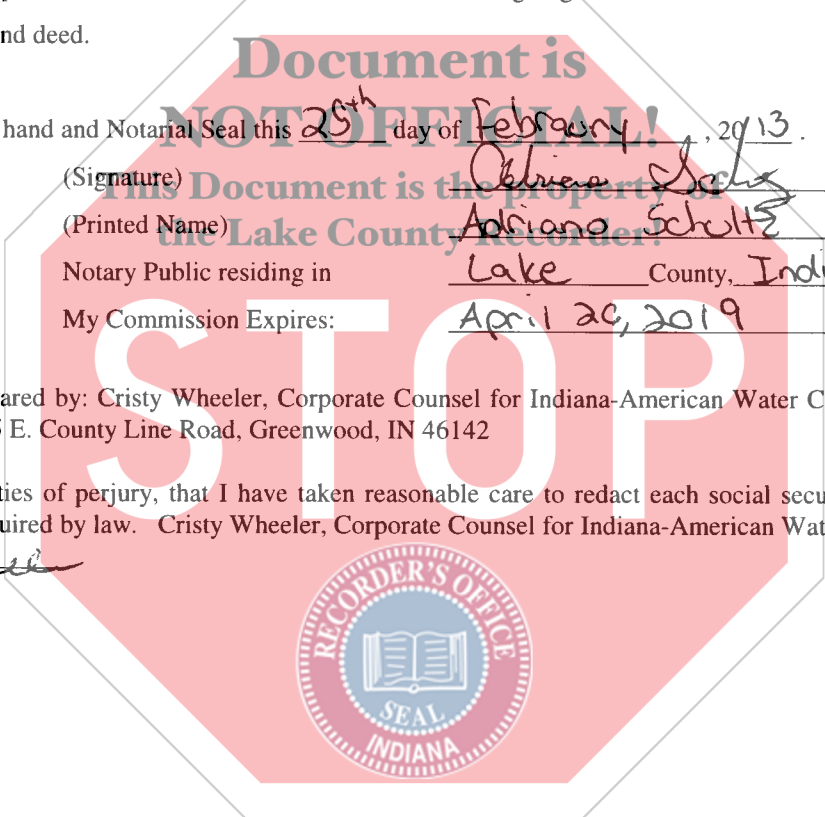


EXHIBIT "A"

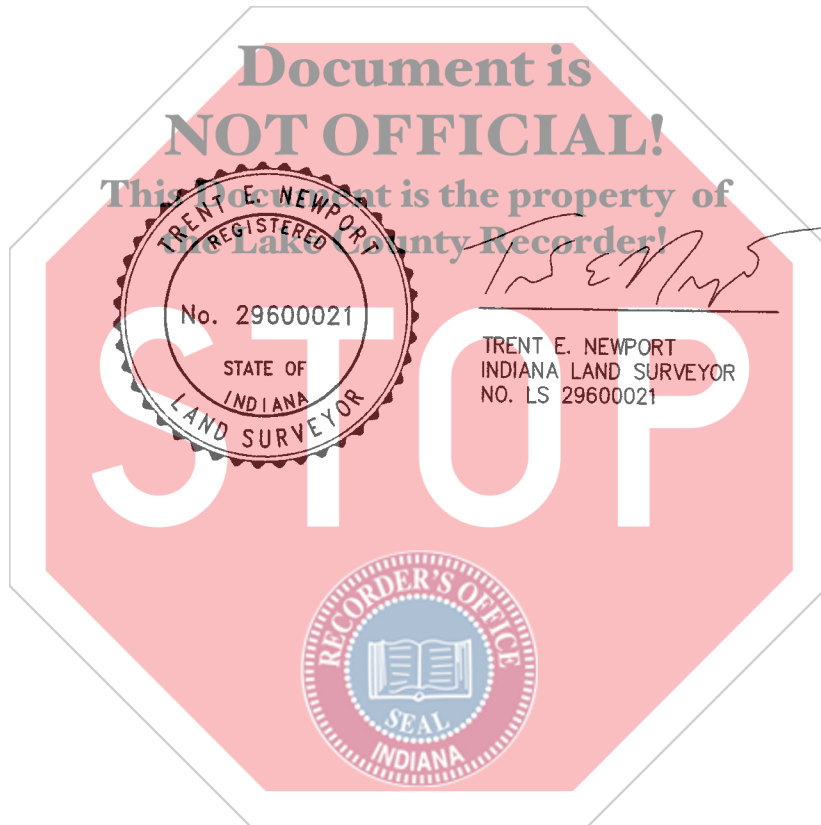
WATER MAIN EASEMENT

PERMANENT EASEMENT

A strip of ground Ten (10.00) feet in width taken by parallel lines, off the entire east side of the following described property:

Being Lot 16, (Block 4) of Independence Hill 2nd Addition in the Town of Merrillville, as recorded in Plat Book 24, page 25 found in the Office of the Recorder of Lake County, Indiana.

I, Trent E. Newport, a Registered Land Surveyor in the State of Indiana, do hereby certify that this description was prepared from information obtained from Plat Book 24, Page 25 and Instrument #99071050 as recorded in the Lake County Recorder's Office. No fieldwork was performed and therefore, this description is subject to any overlaps, gaps or inconsistencies that a field survey might reveal.



PREPARED BY:



**Transportation &
Development Consultants**

3417 SHEDDEN DR. BECKN GROVE, IN 46107 (317) 784-1555



ROAD: TAFT STREET/S.R. 55
 PROJECT: MERRILLVILLE
 TAFT STREET
 COUNTY: LAKE
 SECTION: 17
 TOWNSHIP: 35 NORTH
 RANGE: 8 WEST

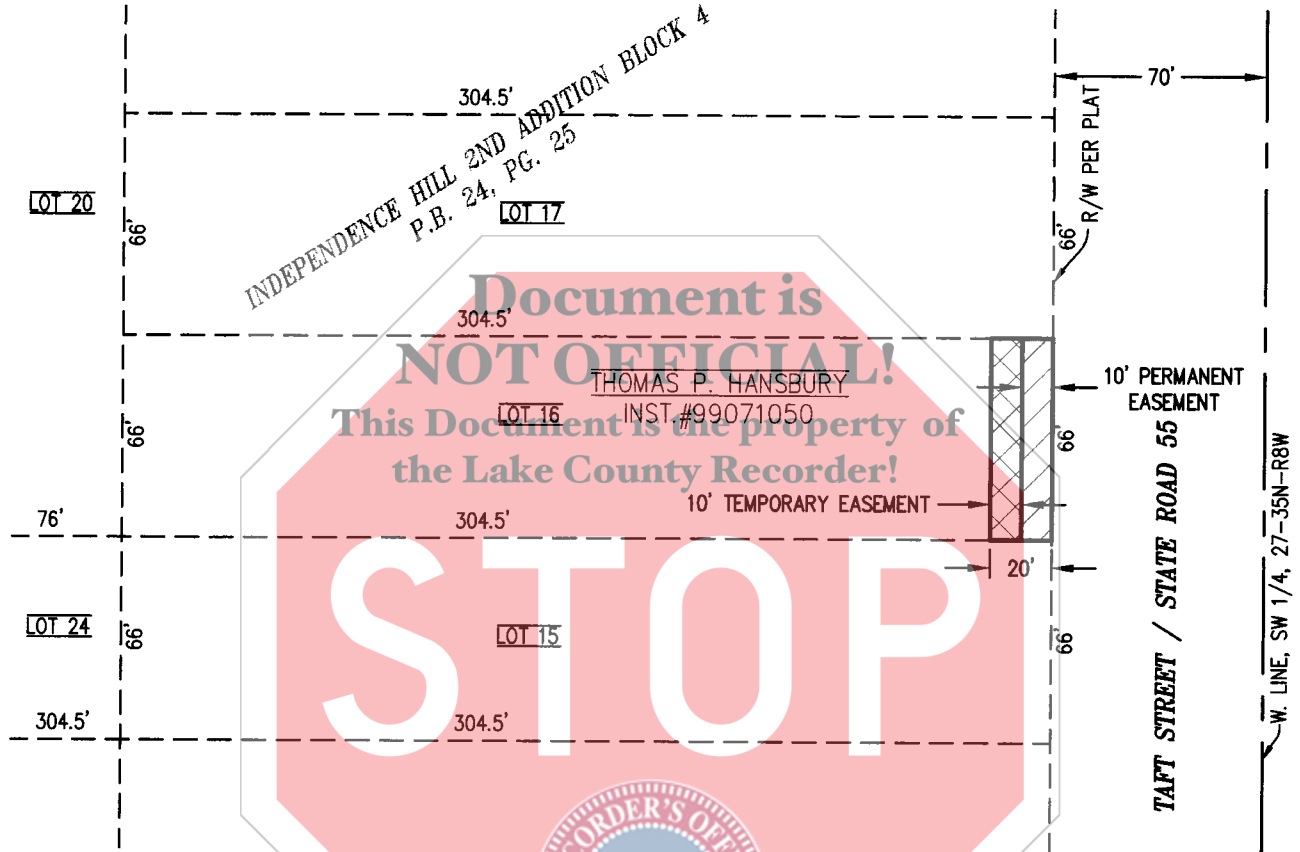
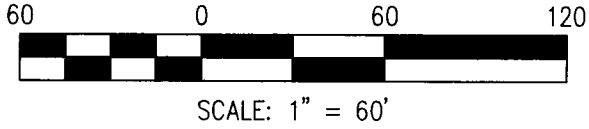
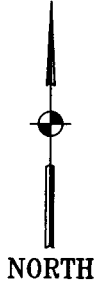
EXHIBIT "B"

DRAWN BY : JDW 11-09-12
 CHECKED BY : TEN
 SCALE : 1" = 60'

WATER MAIN EASEMENT EXHIBIT
 OWNER: THOMAS P. HANSBURY

RECORD DOCUMENTS: PLAT BOOK 24, PAGE 25, RECORDED 05-26-1939
 INSTRUMENT #99071050, RECORDED 08-26-1999

-  HATCHED AREA IS THE APPROXIMATE PERMANENT EASEMENT
-  HATCHED AREA IS THE APPROXIMATE TEMPORARY EASEMENT



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Trent E. Newport
 Trent E. Newport Date 11-09-12
 Reg. Land Surveyor No. 29600021
 State of Indiana

PREPARED BY:



Transportation & Development Consultants
 3417 SHERMAN DR. BEECH GROVE, IN 46107 (317) 700-1525