

5

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 OCT 01 PM 1:35

MICHAEL B. BROWN
RECORDER

2015 067778

UTILITY EASEMENT

THIS INDENTURE, made this 25th day of August, 2015, by and between Candi Colvin and Francis H. Colvin (hereinafter collectively "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 "Grantee").

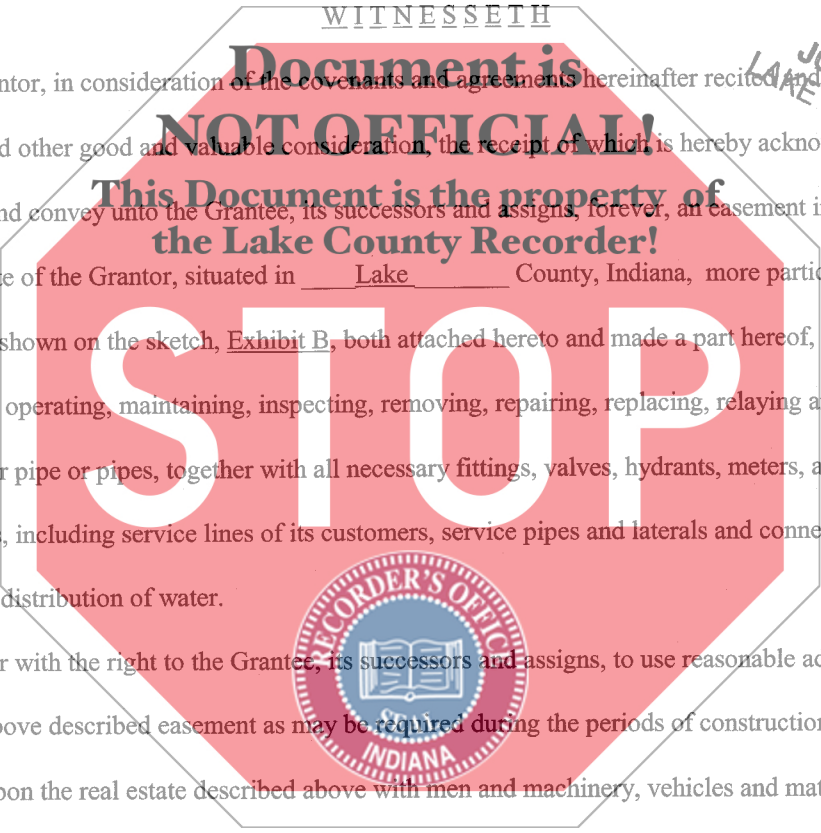
FILED

OCT 01 2015

JOHN E. PETLAS
LAKE COUNTY AUDITOR

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.

015855

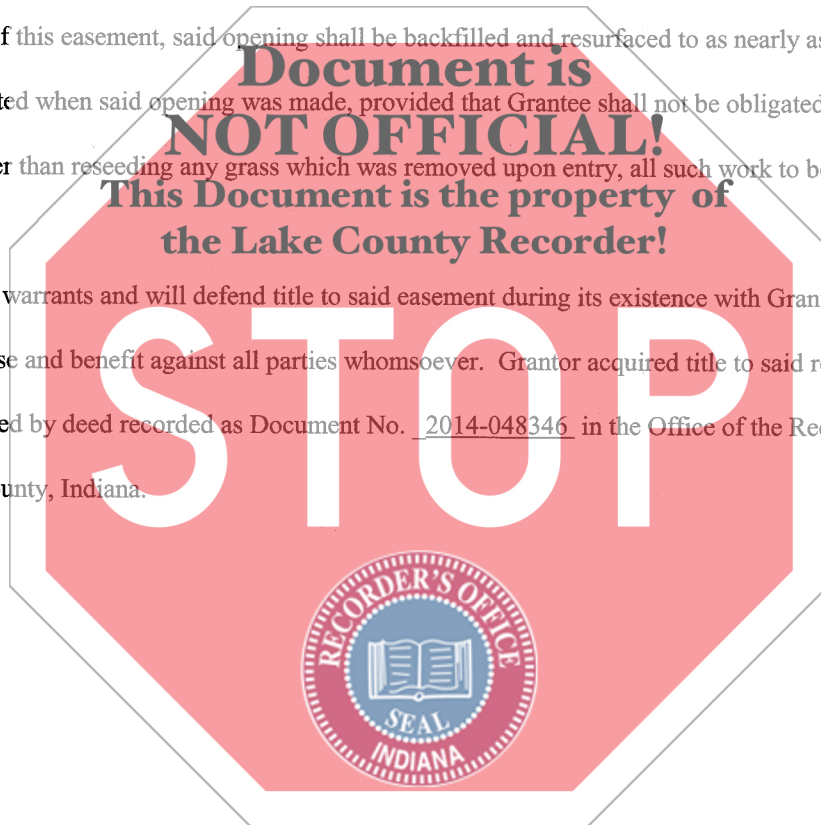
19.00
CB
CP

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.

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 recorded as Document No. 2014-048346 in the Office of the Recorder of Deeds for Lake County, Indiana.

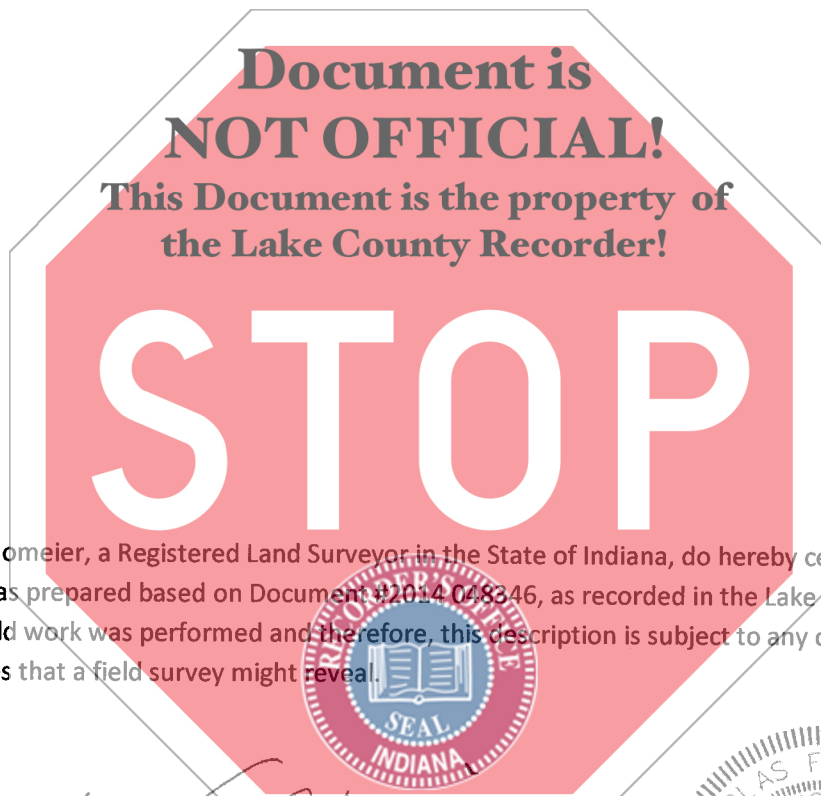


Parcel 45-12-17-377-020.000-030 – Candi Colvin & Francis H Colvin
Recorded in Warranty Deed #2014 048346

10' Permanent Water Easement

The East 10.00 feet of the following described parcel:

Lot Numbered 19 in Block 1 in Independence Hill 2nd Addition, a subdivision of East Half of the Southwest Quarter of Section 17, Township 35 North, Range 8 West of the Second P.M., as per plat thereof recorded in Plat Book 24, page 25 in the Office of the Recorder of Lake County, Indiana.



I, Douglas F. Homeier, a Registered Land Surveyor in the State of Indiana, do hereby certify that this description was prepared based on Document #2014 048346, as recorded in the Lake County Recorder's Office. No field work was performed and therefore, this description is subject to any overlaps, gaps or inconsistencies that a field survey might reveal.

Douglas F. Homeier

Douglas F. Homeier, Registered Land Surveyor #20300033

Dated: June 30, 2015

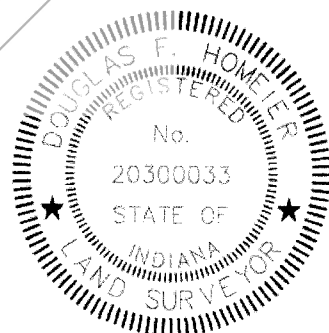


Exhibit A

INDEPENDENCE HILL
2nd ADDITION
LOT 7 - BLOCK 4

INDEPENDENCE HILL
2nd ADDITION
LOT 1 - BLOCK 4

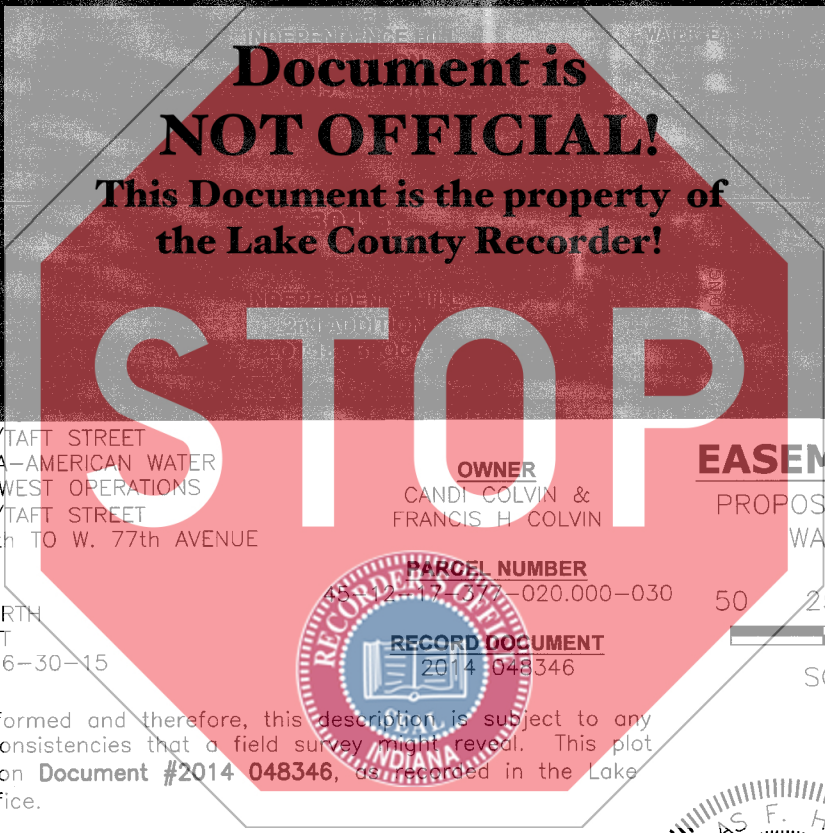
75th AVENUE

FOR O-W

50' 0"

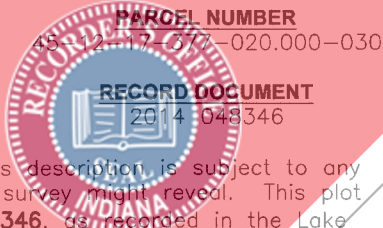
741625
ACCESS ROAD

IN 55 / TAFT STREET
BY COLVIN



ROAD: IN 55/TAFT STREET
PROJECT: INDIANA-AMERICAN WATER
NORTHWEST OPERATIONS
IN 55/TAFT STREET
W. 75th TO W. 77th AVENUE
COUNTY: LAKE
SECTION: 17
TOWNSHIP: 35 NORTH
RANGE: 8 WEST
DRAWN BY: KMC 06-30-15
CHECKED BY: DFH

OWNER
CANDI COLVIN &
FRANCIS H COLVIN



EASEMENT EXHIBIT

PROPOSED 10' PERMANENT
WATER EASEMENT

50 25 0 50

SCALE - FEET

North



No fieldwork was performed and therefore, this description is subject to any overlaps, gaps or inconsistencies that a field survey might reveal. This plot was prepared based on Document #2014 048346, as recorded in the Lake County Recorder's Office.



Exhibit B

Douglas F. Homier, Registered Land Surveyor No. 20300033,
State of Indiana - Dated: June 30, 2015