

2016 036735

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2016 JUN 14 AM 11:28

MICHAEL B. BROWN  
RECORDER

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UTILITY EASEMENT

THIS INDENTURE, made this 23rd day of May, 2016, by and between The  
Compendium LLC (hereinafter "Grantor") and

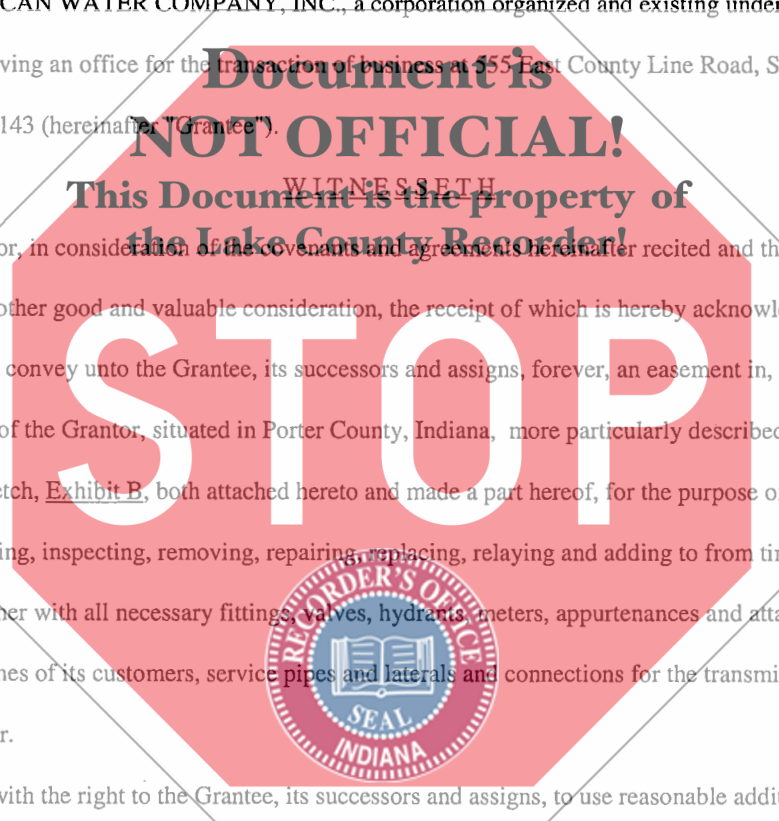
INDIANA-AMERICAN WATER COMPANY, INC., a corporation organized and existing under the laws of the  
State of Indiana, having an office for the transaction of business at 555 East County Line Road, Suite 201,  
Greenwood, IN, 46143 (hereinafter "Grantee").

Document is  
**NOT OFFICIAL!**  
WITNESSETH  
This Document is the property of  
the Lake County Recorder!

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 Porter 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 and operation,



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JUN 14 2016

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

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CASH  
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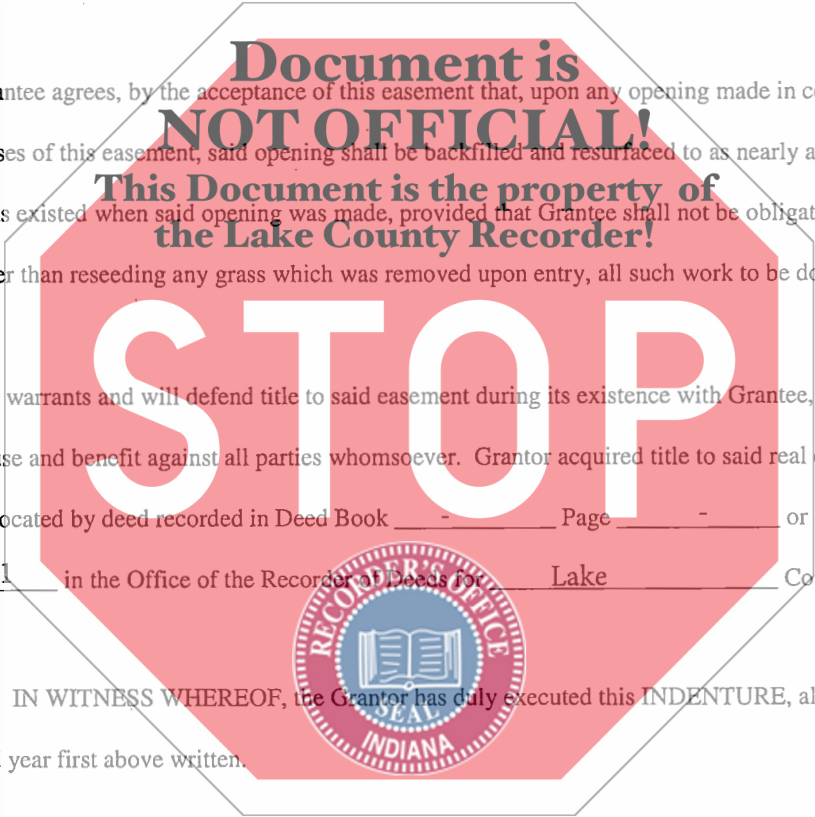
and maintenance of Grantee's water pipe lines and attached facilities, except that no building, structure or similar improvements shall be erected within said easement, nor shall the grade or ground cover over Grantee's facilities be substantially altered, without the consent of the Grantee. Notwithstanding 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 in Deed Book \_\_\_\_\_ Page \_\_\_\_\_ or as Instrument No. 2004-005411 in the Office of the Recorder of Deeds for Lake County, Indiana.

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



(Corporation)

The Compendium LLC  
(Name of Corporation)  
  
(Signature)  
  
Michael Soltis, President  
(Printed Name and Title)

STATE OF Illinois )  
COUNTY OF Madison ) ss.  
On this 27 day of July, 2019, before me, a Notary Public in and for said County and State, personally appeared Michael Soltis to me known, who, being by me duly sworn did say that he/she is President of Compendium LLC, a LLC corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Michael Soltis acknowledged said instrument to be the free act and deed of said corporation.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My commission expires 7-17-19

OFFICIAL SEAL  
KAREN A BAKER  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES:07/17/19

This Document was prepared by the Legal Department of Indiana-American Water Company, Inc., 555 E. County Line Road, Greenwood, IN 46143. Cristy Wheeler, Vice President Legal and Corporate Secretary for Indiana-American Water Company, Inc. hereby acknowledges that reasonable care has been taken to redact any Social Security Numbers from this document. When recorded please return to \_\_\_\_\_ at Indiana-American Water Company, Inc, 555 E. County Line Road, Greenwood, IN 46143.

EXHIBIT "A"

EASEMENT OVER THE PROPERTY HEREON DESCRIBED

(Instrument No. \_\_\_\_\_)

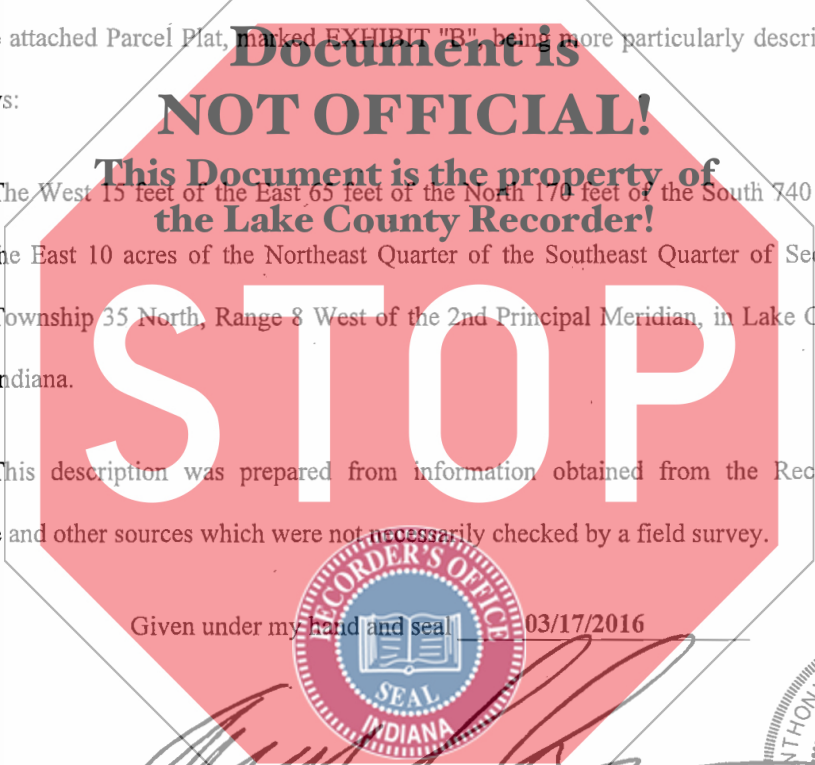
A Water Line Easement over, under, and across the North 170 feet of the South 740 feet of the East 10 acres of the Northeast Quarter of the Southeast Quarter of Section 4, Township 35 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, and being that part of the grantors' land lying within the easement lines depicted on the attached Parcel Plat, marked EXHIBIT "B", being more particularly described as follows:

The West 15 feet of the East 65 feet of the North 170 feet of the South 740 feet of the East 10 acres of the Northeast Quarter of the Southeast Quarter of Section 4, Township 35 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana.

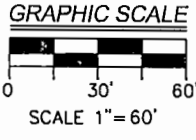
This description was prepared from information obtained from the Recorder's Office and other sources which were not necessarily checked by a field survey.


Given under my hand and seal 03/17/2016

Anthony J. Strickland  
Registered Land Surveyor No. LS20800143  
State of Indiana



**EXHIBIT "B"**  
**PERMANENT EASEMENT**  
**5790 BROADWAY, MERRILLVILLE, IN**

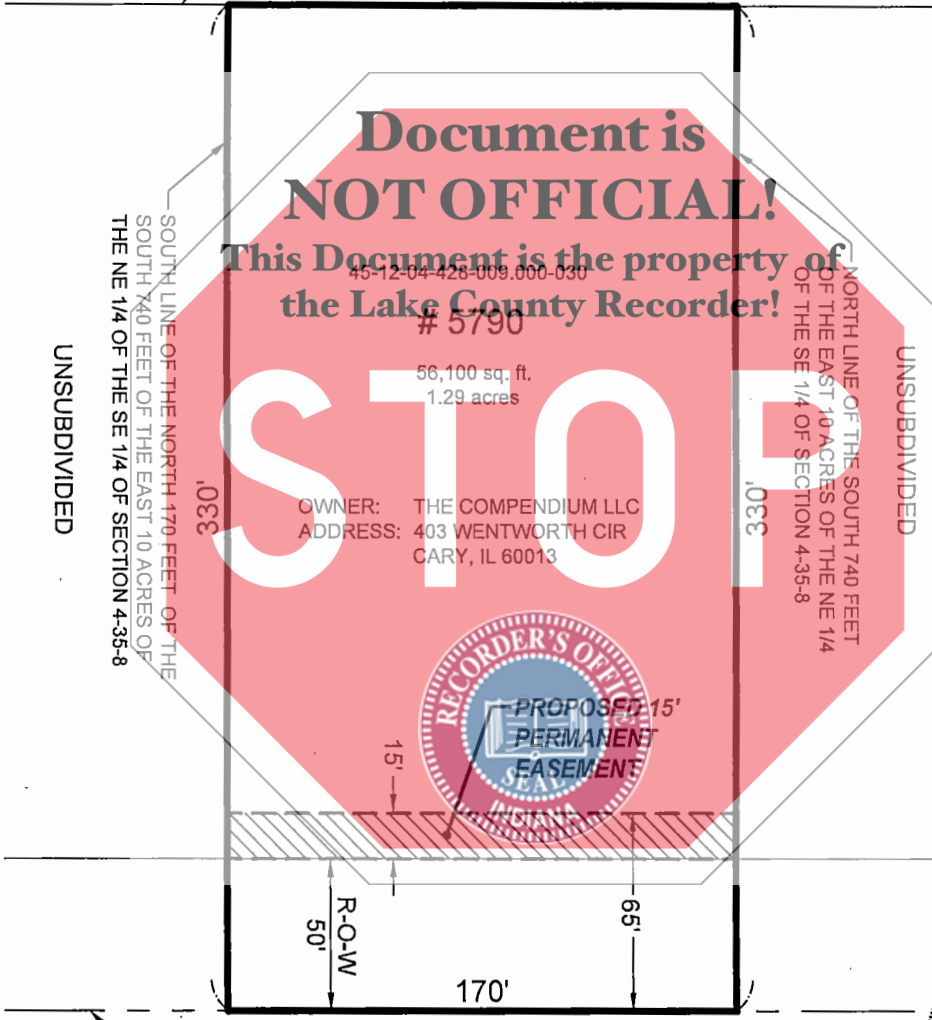


 = PROPOSED 15' PERMANENT EASEMENT

UNSUBDIVIDED

WEST LINE OF THE EAST 10 ACRES OF THE  
 NE 1/4 OF THE SE 1/4 OF SECTION 4-35-8


170'




**BROADWAY**

EAST LINE OF THE NE 1/4 OF THE SE 1/4 OF SECTION 4-35-8



 **Engineers  
 Scientists  
 Surveyors**  
 9420 Calumet Ave.  
 St. John, IN 46373  
 219-558-8850  
 219-365-8448 fax  
 v3co.com

 **American Infrastructure Technologies, LLC**  
 815 N. Cass Ave., Suite 316, Westmont, IL 60559  
 P-630-325-8000; F-630-756-4152  
 www.aminfrastruct.com

**PREPARED FOR:**  
 INDIANA AMERICAN WATER CO.  
 555 E. COUNTY LINE ROAD  
 GREENWOOD, INDIANA 46143

**PROJECT NO. 16007**  
**GROUP NO. VP10.1**  
**SCALE: 1"=60'**  
**DATE: 03/17/2016**