

## FILED

Aug 01 2024 BDD  
PEGGY HOLINGA-KATONA  
LAKE COUNTY AUDITOR

### UTILITY EASEMENT

THIS INSTRUMENT, made this 23 day of April, 2024, by and between Marianne Hinckley, (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 153 North Emerson Avenue, Greenwood, Indiana, 46143 (hereinafter "Grantee").

### WITNESSETH

The Grantor, in consideration of the covenants and agreements hereinafter recited and the sum of One Thousand Dollars (\$1,000.00) 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

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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 Instrument Number 2019-074241 in the Office of the Recorder of Deeds for Lake County, Indiana.

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

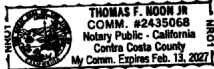
Marianne Hinckley  
Signature - Marianne Hinckley

STATE OF CALIFORNIA )  
) SS:  
COUNTY OF SANTA COSTA )

On this 23<sup>RD</sup> day of APRIL, 2024, before me, a Notary Public in and for said County and State, personally appeared Marianne Hinckley, to me known to be the persons described in, and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires FEB 13, 2027



Thomas F. Noon, Jr.  
Notary Public  
Thomas F. Noon, Jr.  
- Notary Public

This Document was prepared by the Legal Department of Indiana-American Water Company, Inc., 153 North Emerson Avenue, Greenwood, Indiana 46143. David L. Phippen, 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 Indiana-American Water Company, Inc., 153 North Emerson Avenue, Greenwood, Indiana 46143.

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## EXHIBIT "A"

Project: U.S. 20  
Parcel 1 Permanent Easement  
Encumbers Key # 45-09-06-378-017.000-004

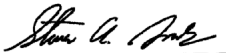
Sheet 1 of 1

Part of Lots 1 and 2 in Block 5 of Indian Hills Addition to the City of Gary, recorded in Plat Book 19, page 15, in the Office of the Recorder of Lake County, Indiana, more particularly described as follows:

Commencing at the southeast corner of Lot 3 in said Block 5, thence North 00 degrees 49 minutes 34 seconds West, 87.09 feet along the east lines of said Lot 3, 2, and 1 to the Point of Beginning,

thence South 72 degrees 17 minutes 54 seconds West, 127.35 feet to the west line of said Lot 2; thence North 00 degrees 49 minutes 34 seconds West, 20.90 feet along the west lines of said Lots 2 and 1 to the south boundary of U.S. Highway 20 as described in document 2019-074241 in said Office of the Recorder; thence North 72 degrees 17 minutes 54 seconds East, 127.35 feet along said south boundary to the east line of said Lot 1; thence South 00 degrees 49 minutes 34 seconds East, 20.90 feet along said east line to the Point of Beginning, containing 2547 square feet, more or less.

This description was prepared for Indiana-American Water Company, Indiana by DLZ Indiana, LLC and certified by Steven A. Jones, Indiana Professional Surveyor, License No. 20200010, on the 29th day of February, 2024.



Steven A. Jones, PS CFedS



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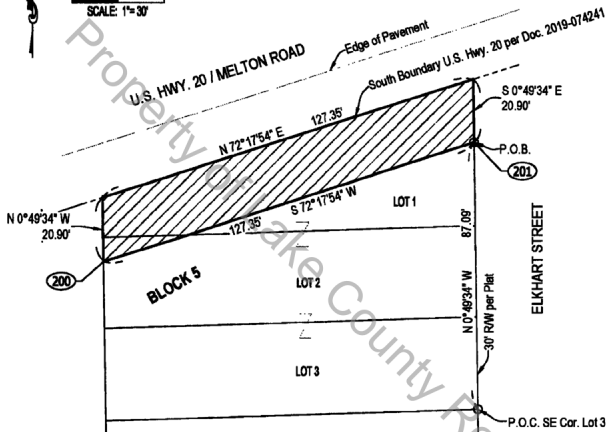
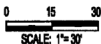
Parcel: 1  
 County: Lake  
 Section: 6  
 Township: 36N  
 Range: 7W

## Exhibit "B" Easement Exhibit

Owner: Marianne Hinckley  
 Deed: 2008-020898  
 Indian Hills Addition, Plat Book 19, Page 15

Page: 1 of 1  
 DLZ Proj: 2401-0949-00

 Easement  
 P.O.C.= Point of Commencement  
 P.O.B.= Point of Beginning



PARCEL POINT TABLE		
POINT	NORTHING	EASTING
200	2312280.2026	2900415.3155
201	2312298.9240	2900536.6340

See Location Control Route Survey recorded as document 2018-025617, in Survey Book 31, page 93.

The project coordinate system and basis of bearings are relative to the Indiana Coordinate System of 1983, West Zone. Coordinates are shown to three decimal places not to indicate the accuracy of the survey, but to provide for repeatability of calculations. Linear dimensions and coordinate values are in U.S. Survey feet.

This drawing is not intended to be represented as a retracement or original boundary survey, route survey, or Surveyor Location Report.



**DLZ**  
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