



Easement Instructions for Developer Projects

Any requested changes to the standard language of the easement must be approved in writing by INAW prior to the easement being recorded.

1. Fill in all the requested information in the “click or tap here to enter text” fields.
2. Use only the appropriate signature page and notary acknowledgement, the remaining signature pages and notary acknowledgement pages should be discarded.
3. Attach Exhibit A - Legal Description (metes and bounds) and Exhibit B - Survey Sketch. Legal description and Survey Sketch must be prepared by a licensed surveyor.
4. Any revisions to this easement document must be submitted to Tracy S. White, Supervisor New Business, for review with INAW’s Legal staff prior to recording the document. INAW reserves the right to not accept any recorded easement that has been revised without written approval from INAW.
5. After easement has been recorded, return a copy to Developer Services via email or mail.
 - a. Email: inaw.developerservices@amwater.com
 - b. Mail:
 - c. Indiana American Water
 - d. Attention: Developer Services
 - e. 153 North. Emerson Ave.
 - f. Greenwood, IN 46143

UTILITY EASEMENT

THIS INDENTURE, made this [Click or tap here to enter text.](#) day of [Click or tap here to enter text.](#), 20 [Click or tap here to enter text.](#), by and between [Click or tap here to enter text.](#) (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").

W I T N E S S E T H

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 [Click or tap here to enter text.](#) 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 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 reseeded 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 [Click or tap here to enter text.](#) Page [Click or tap here to enter text.](#) or as Instrument No. [Click or tap here to enter text.](#) in the Office of the Recorder of Deeds for [Click or tap here to enter text.](#) County, Indiana.

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

(Husband and Wife)

_____)
(Signature)

_____)
(Signature)

_____)
(Printed Name)

_____)
(Printed Name)

STATE OF _____)

) SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public in and for said
County and State, personally appeared _____ and
_____, his wife, 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: _____

Notary Public

This Document was prepared in conjunction with the Legal Department of Indiana-American Water
Company, Inc., 153 North Emerson Avenue, Greenwood, Indiana 46143. David L. Pippen, 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 Developer Services: Tracy S. White at Indiana-American Water Company, Inc.,
153 North Emerson Avenue, Greenwood, Indiana 46143.

(Single)

_____)
(Signature)

_____)
(Printed Name)

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the person described in, and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed, and he/she further declared himself/herself to be single and unmarried.

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

My commission expires _____

Notary Public

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(Corporation)

(Name of Corporation)

(Signature)

(Printed Name and Title)

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public in and for
said County and State, personally appeared _____ to me
known, who, being by me duly sworn did say that he/she is _____ of
_____, a _____ corporation, and that said
instrument was signed in behalf of said corporation by authority of its Board of Directors, and said
_____ 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 _____

Notary Public

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Avenue, Greenwood, Indiana 46143.

(Trust)

(Name of Trust)

(Signature)

(Printed Name)

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally

appeared _____, Trustee of the _____ Trust, dated

_____ to me known to be the person described in, and who executed the foregoing instrument and that he/she acknowledged that he/she executed the same as his/her free act and deed as said Trustee.

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

My commission expires _____

Notary Public

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