

655343

EASEMENT OF WATER AND SEWER

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Know all men that WARREN A. BROWN and PEGGY L. BROWN, husband and wife, (hereinafter called "Grantor") in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, in hand paid to the Grantor, hereby grants to LYLE W. BROWN and GWENDOLYN V. BROWN, husband and wife, and their successors and assigns, a right of way to lay, install, maintain, operate, repair, replace and renew sanitary sewer line or lines of pipe and water lines and water mains for the transportation of sewage and water with all necessary and convenient equipment, facilities, service pipes, lines and connections therefore, and to operate by means thereof, a strip for such transportation of sewage and water in, upon, along and over a strip of land described as follows, to-wit:

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
JAN 9 1987
WILLIAM BIELSKY
RECORDER

An easement 10 feet in width: part of the Northwest ¼ of Section 19, Township 33 North, Range 8 West of the 2nd Principal Meridian, Lake County, Indiana, commencing at a point 2376.77 feet South along the center line of Lowell-Crown Point Road from a point which is 12 rods West of the Northeast corner of said quarter section in the center line of said road; thence West 88° 47 seconds North to the West line of Holtz Road, being the true point of beginning of this easement; thence continuing West 88° 47 seconds North 10 feet, thence South 110° 47 seconds West 225 feet, thence East 69° 53 seconds South 10 feet more or less to a point on the West line of Holtz Road, thence North 110° 47 seconds East 225 feet to the point of beginning.

The intent of the Grantors is to grant a 10 foot easement Westerly of and parallel to Holtz Road for the use of the Grantee for their pipe line.

Access to the above described strip of land over the adjoining lands of the Grantor is hereby granted. Any pipe line or lines shall at the time of the construction thereof, be buried to such depth as not to interfere with the premises. Grantee shall replace, in a good and workman-like manner, all tile cut in the construction of its line or lines hereunder. Any damage to the fences or improvements of the Grantors on said strip of land or on the lands of the Grantor adjoining said strip of land done by the Grantee in the installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe and the equipment and facilities connected therewith shall be promptly paid for by the Grantee. The Grantee may cut or trim trees, bushes and saplings growing upon or extending over said strip of land so far as may be reasonably necessary in the installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe, and the equipment and facilities connected therewith.

The Grantor reserves the use of said strip of land not inconsistent herewith, but no buildings or structures shall be erected or placed on said strip of land by Grantor. The rights herein granted may be assigned in whole or in part.

The Grantee shall and will indemnify and save the Grantors harmless from and against any and all damage, injuries, losses, claims, demands or costs proximately caused by default or negligence of the Grantee in the installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe and the equipment and facilities connected therewith over and across

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