

EASEMENT

THIS INDENTURE made this 2½th day of March by and between Robert T. Reed and Janet K. Reed, in Lake County, Indiana, hereinafter known as Grantor, and Town of Lowell, Lowell, Indiana, hereinafter known as Grantee.

WITNESSETH:

That the Grantor, for and in consideration of the sum of Two Thousand Seventy Dollars (\$2,070.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby gives, grants and conveys to Grantee, an easement 20 feet in width to construct, install, operate, renew, maintain, repair and replace a sanitary sewer along, through and under the following described, real estate situated in Lake County, Indiana, to-wit:

Legal Description for the Centerline of a 20 feet easement Located in the S.W. 1/4 of the N.E. 1/4 of Section 23, Township 33 North, Range 9 West of the 2nd P.M. in Cedar Creek Township, Lake County, Indiana, described as follows: Commencing at the N.W. corner of said S.W. 1/4 1/4; thence S 0°19'44" W along the West line of said S.W. 1/4 1/4, 442.99 feet; thence N. 88°55'55" E, 210.34 feet; thence S80°49'33" E, 89.43 feet; thence S 3°23'13" E, 114 feet, more or less, to a point on the Grantee's East property (Reed), said point being the point of beginning, thence continuing S 3°23'13" E, 126.6 feet, more or less, thence S 15°29'51" E, 285 feet, more or less, to a point on the Grantee's South property line and there terminating.

TO HAVE AND TO HOLD the same for the purpose of constructing one sanitary sewer line not to exceed twelve (12") inches in diameter, per the attached plans; with excavation for said construction not to exceed seven (7') feet in depth with a minimum of four (4') foot cover for the constructed line and twenty four (24") inches cover for all manholes.

Grantee further agrees that the construction of said sewer shall take no longer than six (6) calendar weeks for the UDITOR LAKE COUNTY construction of said sewer on the easement and that Grantee will replace and restore the property of Grantor in as good or better condition as exists prior to construction.

Grantor, however, reserves the right to use the above-described property in any manner not inconsistent with the uses for which this easement is given, but expressly agrees that it will not injure, disturb, molest or in any manner interfere with any sewer of Grantee or any material or equipment of Grantee for the construction, operation, maintenance and/or repair of any sewer line upon the said premises.

Grantee further agrees as consideration for said easement to provide one sewer tap, without charge, into the sewer constructed within the aforedescribed easement at a point to be determined by the Grantee; and Grantee further agrees that in the event the Grantor shall be required by ordinance, regulation or order of Grantee to tap into this or any other sanitary sewer line in lieu of their existing septic system at any time subsequent to the execution of this document, Grantee will bear the burden of the entire expense of such installation including, but not limited to, costs for a service line and tap.

IN WITNESS WHEREOF, the Grantee and Grantee herein have hereunto set their hands and affixed their seals the day and year first above written.

GRANTOR:

COUNTY OF LAKE

Before me, the undersinged, a Notary Public in and for said County and State this 27th day of _______, 1982, personally , 1982, personally appeared wherein named Robert T: Reed and Janet K. Reed and acknowledged the execution of the foregoing easement for and on behalf of said corporation and by its authority.

Witness my hand and notarial seal this 27th day of March

Victor J. Roberts

My Commission Expires:

My County of Residence:

September 16, 1985

Lake

The Town of Lowell does hereby accept this Easement.

BOARD OF TRUSTEES, TOWN OF LOWELL

Treasurer

William Marshall