

111835

attn Don W Carnahan
51265 Holman
Hmc 46325

EASEMENT AGREEMENT FOR UNDERGROUND SEWER LINE

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This Agreement made and entered into by and between Northern Indiana Public Service Company, an Indiana corporation, hereinafter call "Grantor", and Hawk Development Corporation, an Indiana corporation, and the Town of Schererville, hereinafter call "Grantees", WITNESSTH:

It is hereby agreed by and between Grantor and Grantees that for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor to the extent its title permits it to do so does hereby grant to Grantees an easement, but without warranty of any kind or nature, to install, construct, operate, maintain, use, repair, renew, replace and remove a single sewer main not to exceed 36 inches inside diameter, below the surface of the ground, on and along the following described

real estate situated in Lake County, Indiana:

That part of the West Half of the Southeast Quarter of Section 13, Township 35 North, Range 9 West of the Second Principal Meridian more particularly described as follows: Beginning at the point of intersection of the East line of the West Half of the Southeast Quarter of said Section 13 and the Southwesterly line of the 150 foot right-of-way of the former Chicago and Erie Railroad; (presently owned by Northern Indiana Public Service Company); thence North 0° 08' 16" West along said East line of the West Half of the Southeast Quarter of said Section 13 a distance of 312.33 feet to a point on the Northeasterly right-of-way line of said railroad; thence North 28° 50' 25" West along said Northeasterly right-of-way line of said railroad parcels a distance of 20.82 feet to a point that lies on a line that is 10 feet West of and parallel to said East line of the West Half of the Southeast Quarter of said Section 13; thence South 0° 08' 16" East along the last described line a distance of 312.33 feet to the Southwesterly right-of-way line of said railroad parcel; thence South 28° 50' 25" East along the Southwesterly right-of-way line of said railroad parcel, a distance of 20.82 feet to the point of beginning, containing 0.072 acres, more or less, all in the Town of Schererville, Lake County, Indiana.

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K13-114-3

STATE OF INDIANA/S.S. NO.
LAKE COUNTY
FILED FOR RECORD
JUL 16 1 21 PM 1990
ROBERT BOGGS SPEELAND
RECORDER

REF. INST. # 034038
4-28-89

FILED

JUL 16 1990

Don W. Carnahan
NOTARY LAKE COUNTY

000922

16.00

together with the right and authority, during the initial construction and installation of said sewer main, to use such space on the real estate of Northern Indiana Public Service Company adjoining said strip of land which may be reasonably necessary for the installation and construction of said sewer main, and Grantees is hereby granted the right of ingress and egress over the adjoining property of Grantor for such above described purposes, subject to and upon the following terms, provision and conditions:

1. Grantees shall maintain a minimum of ten (10) feet of earth cover over said sewer main measured from the lowest railroad bed on the right-of-way.

2. All construction and maintenance near Grantor's facilities is to be done in the presence of, and with approval of, Northern Indiana Public Service Company field representatives.

3. Grantee shall provide forty-eight (48) hours prior notice to Grantor before any work may commence on the easement herein granted.

4. The rights granted herein to Hawk Development Corporation and the Town of Schererville, shall be at all times subservient and subordinate to the paramount right of Grantor to use its property, including the land in which said sewer main is installed, for Corporate utility purposes, and in the event that the use to which Grantor may from time to time desire to devote its property is such that Grantor deems it necessary or desirable that the sewer main installed by Grantees and the appurtenances thereto, or any part thereof, be relocated, moved or in any other way rearranged within or upon said property, then and in such event, Grantees shall at its own cost, risk and expense make any relocation, movement or rearrangement as is necessary to comply with Grantor's requirements within ninety (90) days after receipt of notice in writing from Grantor of such requirements.

5. Grantees shall at their own expense, secure any permits or other consents required by law or ordinance of any municipality or other public body having jurisdiction over the construction, maintenance and operation of said sewer main, and shall at all times comply with all laws and regulations, which affect the construction,

maintenance, operation, repair or renewal of said sewer main.

6. Grantees shall not interfere with the towers, poles, electrical lines, gas mains, pipes and appurtenances thereto of Grantor now in existence or which may in the future be constructed in, over, upon, or under the property of Grantor, or with the exercise of any rights, easements, leases, licenses or privileges heretofore granted by Grantor to third persons or reserved by third persons in grants to Grantor in or over said premises; and when, from time to time hereafter, Grantor makes any excavations in its property for the purpose of the installation of any of its facilities or the repair thereof, Grantees shall, at its own cost and expense, take all steps and do such things which may be necessary to protect its sewer and to keep it in place and prevent it from becoming displaced or moved as a result of any such excavations, and prevent it from causing any cave-ins in any such excavations.

7. It is expressly understood and agreed that Grantees shall be liable and responsible for any and all injury or damage to their property and employees and to the property of or to any employees of Grantor which may result directly or indirectly from the installation or maintenance of said sewer line; and under no circumstances shall Grantor be liable or responsible for any such injury or loss.

8. It is understood and agreed by the parties hereto that Grantor prior to the execution hereof, may have granted to other persons certain rights and privileges in the premises herein involved, and this agreement is made subject and subordinate to such rights and privileges as granted. It is also understood and agreed that Grantor may grant other rights and privileges in the future to other persons, and Grantees hereby agrees to execute upon demand by Grantor such consents as may be deemed necessary by Grantor for the use of said premises by other persons or corporation, provided such shall not materially interfere with the maintenance, operation, repair or renewal of said sewer line.

9. Grantor and Grantees covenant and agree that neither this instrument nor any action taken hereunder by Grantees shall be held

to confer upon Grantees any rights greater than those specifically set forth herein, and that no third persons shall have any rights hereunder or be entitled to assert or claim any right or privilege hereunder.

10. Grantees shall, and hereby do covenant and agree to indemnify, protect and save harmless Grantor from and against all cost, expense or liability resulting from any damage to the property of Grantees and from any and all injury or damage to the person, including loss of life, or property of any third person, firm or corporation (including the officers, agents and employees of any party hereto) and from and against any and all claims, demands or actions for such loss, injury or damage caused by or growing out of the presence or use or the construction, maintenance, removal, change or relocation and subsequent removal of said sewer line and appurtenances, including the breaking of same or the leaking of sewage therefrom, or injury or damage caused thereto or hereby, when not attributable solely to the fault, failure or negligence of Grantor.

11. Grantees further agree to pay or reimburse Grantor for any general property taxes or special assessments for which it may become obligated as a result of the use or improvement of the aforementioned premises by Grantor under the terms of this agreement.

This agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. Provided, however, that no assignment of this agreement is made unless first approved in writing by Grantor.

IN WITNESS WHEREOF, Northern Indiana Public Service Company, Hawk Development, an Indiana corporation, and the Town of Schererville, have caused this instrument to be executed in duplicate as of the day and year first hereinabove written.

NORTHERN INDIANA PUBLIC SERVICE COMPANY

BY: [Signature]
S.P. ADIK Vice President

ATTEST:
[Signature]
P.R. HOMRICH, ACT. Secretary



BY: [Signature]
Corporate Officer

ATTEST:
[Signature]
Corporate Secretary

BY: [Signature]
Town Official

ATTEST:
[Signature]

6074

STATE OF INDIANA }
COUNTY OF LAKE } SS:



BE IT REMEMBERED that on this 16 day of July, 1990, before me, a notary public in and for the county and state aforesaid, personally appeared S.P. ADIK, Vice President, and P.R. Hamrick ACF, Secretary, respectively, of Northern Indiana Public Service Company, and each acknowledged the execution of the above and foregoing instrument in behalf of said corporation as the voluntary act and deed of said corporation and of said officials for said corporation for the uses and purposes herein set forth.

WITNESS my hand and notarial seal the day and year first above written.

Don W. Carahan
Notary Public

DON W CARAHAN
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. OCT 11, 1990

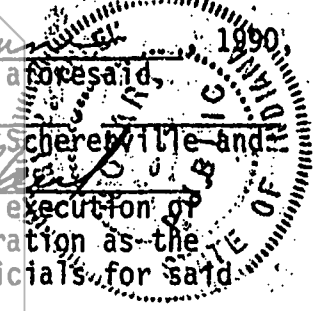
My Commission expires:

STATE OF INDIANA }
COUNTY OF LAKE }

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BE IT REMEMBERED that on this June 15 day of 1990, before me, a notary public in and for the county and state aforesaid, personally appeared W.C. BANTER, CHARENCE KUHN, and of the Town of Schererville and W.C. BANTER, and each acknowledged the execution of the above and foregoing instrument in behalf of said corporation as the voluntary act and deed of said corporation and of said officials for said corporation for the uses and purposes therein set forth.



WITNESS my hand and notarial seal the day and year first above written.



Mary J. Sulek
Notary Public

MARY J. SULEK
Notary Public, Lake Co., IN
My Comm. Expires March 13, 1992

My Commission expires:

3/13/92