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WATER MAIN UTILITY EASEMENT

FILED

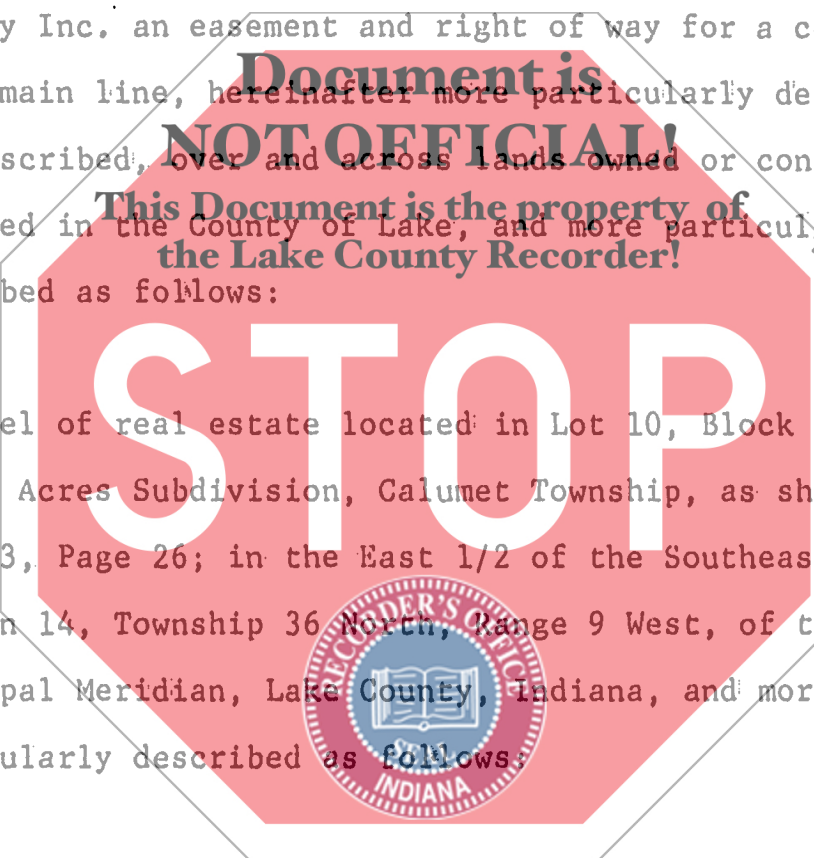
NOV 18 1993

Paul N. Austin
AUDITOR LAKE COUNTY

21299
Miss Alice Mary
Att: Barbara
4240p

Lake County Trust Company as trustee of trust No. 3863 (Grantor) of the city of Crown Point, County of Lake, State of Indiana in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged and the prospective benefits to be derived by reason of the locating, establishing, constructing, and maintaining a certain water main line under the supervision, ownership and control of Peoples Water Company Inc. (Grantee) of Lake County, IN do hereby convey and release to Peoples Water

Company Inc. an easement and right of way for a certain water main line, hereinafter more particularly designated and described, over and across lands owned or controlled and situated in the County of Lake, and more particularly described as follows:



Dec 19 11:33 '93

A parcel of real estate located in Lot 10, Block No. 2 of Garden Acres Subdivision, Calumet Township, as shown in Plat Book 23, Page 26; in the East 1/2 of the Southeast 1/4 of Section 14, Township 36 North, Range 9 West, of the Second Principal Meridian, Lake County, Indiana, and more particularly described as follows:

Beginning at the Northeast corner of said Lot 10;

THENCE: West along the North property line of said Lot 10, a distance of 14.50 feet;

THENCE: South to the Southeast property corner of said Lot 10, a distance of 72.50 feet;

THENCE: Northerly along the East property line of said Lot 10, said line also being the West right-of-way line of Colfax Steet, a distance of 73.94 feet to the point of beginning;

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Containing 0.012 acres more or less

together with the right and privilege to install, repair, maintain, alter and operate a watermain and or waterline and other necessary equipment in, into, upon, over, across and under the described easement:

Grantor further grants to grantee:

(a) the right to grade the affected portion of land for the necessary width and length thereof and to extend the cuts and fills for such grading into and on the land along and adjacent to the affected portion of land to such extent as grantee may find reasonably necessary;

(b) the right of ingress to and egress from the affected portion of land over and across the land by means of roads and lanes thereon, if such exist, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to grantor;

(c) the right to mark the location of the easement by suitable markers set in the ground; provided that such markers shall be placed in locations which will not interfere with any reasonable use grantor shall make of the affected portion of land.

Grantee hereby covenants and agrees:

(a) grantee shall not fence the affected portion of land;

(b) grantee shall promptly backfill any trench made by it on the affected portion of land and repair any damage it shall do to grantor's private roads or lanes on the land.

Grantor reserves the right to use the affected portion of

land for purposes which will not interfere with grantee's full enjoyment of the rights hereby granted; provided that grantor shall not erect or construct any building or other structure, or drill or operate any well or construct any other obstruction on the affected portion of land or diminish or substantially add to the ground cover over the watermain line(s) nor excavate or alter the affected portion of land without written permission of the Grantee.

IN WITNESS WHEREOF, Grantor has executed this Water Main Utility Easement this 16th day of November, 1993.

Signature: SEE SIGNATURE PAGE ATTACHED

Printed: **This Document is the property of the Lake County Recorder!**

STATE OF INDIANA)

COUNTY OF LAKE) SS:

Before me personally appeared who acknowledged the execution of the foregoing Water Main Utility Easement, and who, having been duly sworn, stated that any representations therein contained are to the best of her knowledge true.

Witness my hand and Notarial Seal this 16th day of November 1993.

My Commission Expires Signature:

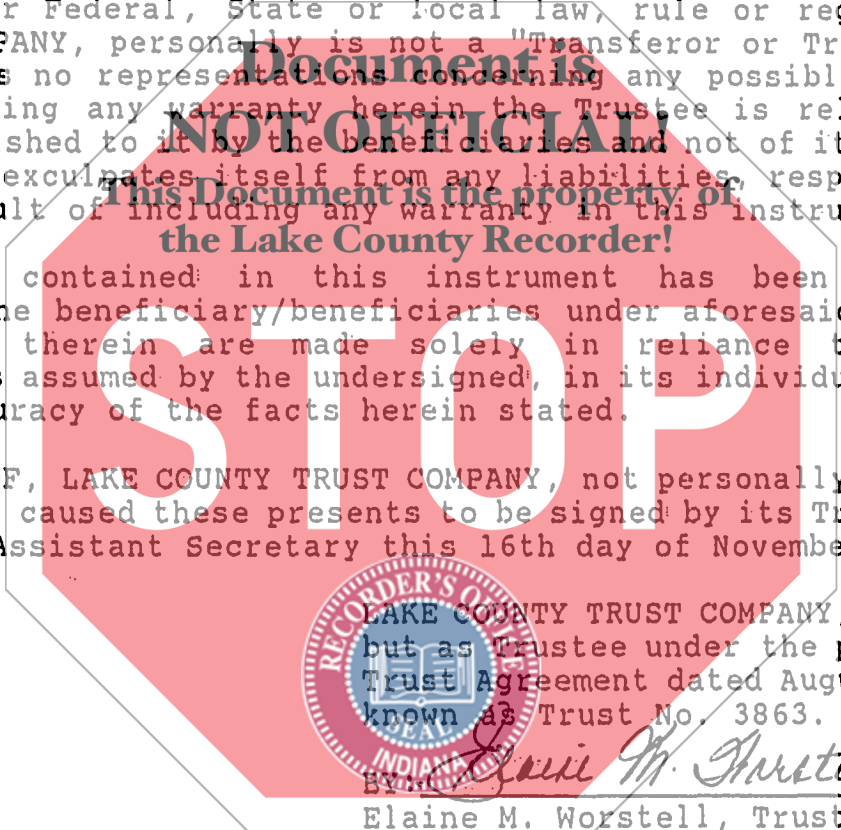
Printed:

Residing in County,
Indiana

This instrument prepared by Jerome L. Ezell, Attorney at Law

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.



The information contained in this instrument has been furnished the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 16th day of November, 1993.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated August 15, 1988 and known as Trust No. 3863.

Elaine M. Worstell
Elaine M. Worstell, Trust Officer

ATTEST:
BY: *Sandra L. Stiglitz*
Sandra L. Stiglitz, Assistant Secretary

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of LAKE COUNTY TRUST COMPANY, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said Corporation and as their free and voluntary act, acting for such Corporation, as Trustee.

Witness my hand and seal this 16th day of November, 1993.

Laura L. Anderson
Laura L. Anderson-Notary Public

My Commission Expires:

November 11, 1995.

Resident: Lake County, In.