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Utility Easement CARTER
RECORDER

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IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Whole Truth True Holiness Church in Christ, Inc. ("Grantor") hereby grants unto NORTHWEST INDIANA WATER COMPANY, an Indiana corporation, and its successors and assigns ("Grantee"), the perpetual and exclusive easement and right at all times, and from time to time, to lay, construct, erect, install, maintain, operate, replace, repair and renew water main(s) including, but not limited to, a line or lines of pipe, together with all necessary and convenient service pipes, lines, connections, valves, hydrants, meters and appurtenances (collectively the "Facilities") and to operate by means thereof, a system for the transportation, distribution and delivery of water to the public in, under, along and across the strip of real estate in LAKE County, Indiana, more particularly described on Exhibit A attached hereto and incorporated herein (the "Easement Area").

Grantor reserves the right to use the Easement Area for any use which is consistent with this grant. However, no buildings, improvements or structures shall be erected or placed on, in or under the Easement Area nor shall any earth be removed from the Easement Area which would result in less than five (5) feet of earth over the Facilities.

The Grantee shall indemnify and hold the Grantors harmless from and against any and all damages, injuries, losses, claims, demands or costs proximately caused by the negligent or reckless act or omission of the Grantee in the construction, erection, maintenance, operation, repair or removal of the Facilities located in the Easement Area.

Full right and authority is hereby granted unto the Grantee, its successors and assigns, to assign, convey or set over, to another or others, the easement hereby granted.

Access to the Easement Area over the adjoining lands of the Grantor is hereby granted, where necessary, but where a public street or highway adjoins the Easement Area then access shall be from such street or highway where practicable. Any damage to the crops, fences, or buildings of the Grantor on lands of the Grantor adjoining the Easement Area, caused by the Grantee in the construction, repair, replacement or renewal of the Facilities shall be promptly paid for by the Grantee, provided that a claim for such damages is filed with Grantee at its offices at 650 Madison Street, Gary, Indiana 46401-0486, within thirty (30) days after such damages occur.

Grantee's rights herein include cutting or trimming trees, bushes, vegetation and saplings growing upon or extending over the Easement Area so far as may be reasonably necessary in the construction, operation and maintenance of the Facilities.

Grantor hereby (i) covenants that Grantor is the owner(s) in fee simple of the Easement Area and are lawfully seized thereof, (ii) covenants that Grantor has the right to grant and convey the easement herein, (iii) guarantees the quiet possession thereof that the Easement Area is free from all encumbrances, and (iv) covenants that the Grantor will warrant and defend the title to said easement against all lawful claims.

To the best of Grantor's personal knowledge, the Easement Area and adjoining land have never been used to release, discharge, generate or store any toxic, hazardous, corrosive or radioactive substance or material.

Grantor shall comply with applicable codes when making use of the land near the Grantee's facilities.

The respective rights and duties herein of Grantor or Grantee shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, personal representative, tenants, successors and assigns of Grantor and Grantee.

FILED

FEB 27 1997

SAM ORLICH
AUDITOR LAKE COUNTY

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001337

Box M-673 Gary 46401

IN WITNESS WHEREOF, the Grantor has duly executed this instrument this 27th day of February, 1997.

CROSS REFERENCE. In accordance with Indiana Code § 32-5-2-2(a), the easement described herein concerns real estate acquired by the Grantor by deed dated May 20, 1988, and recorded in the Office of the Recorder of Lake County, Indiana, in Deed Book NA, Page NA As Instrument No. 987937 on July 29, 1988.

[INDIVIDUAL OWNER]

Reverend James L. Long
(Signature) REVEREND JAMES L. LONG,
PRESIDENT, WHOLE TRUTH TRUE
HOLINESS CHURCH IN CHRIST, INC.
(Printed Name)

Reverend James L. Long
(Signature)

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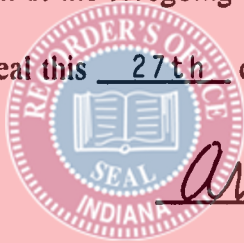
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STATE OF INDIANA)

COUNTY OF LAKE) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared REVEREND JAMES L. LONG as PRESIDENT of WHOLE TRUTH TRUE HOLINESS CHURCH IN*, who having been duly sworn upon his/her oath acknowledged the execution of the foregoing Utility Easement. *CHRIST, INC.

Witness my hand and Notarial Seal this 27th day of February, 1997.



Antoinette Krupa
ANTOINETTE KRUPA

residing in LAKE County, Indiana

My Commission Expires:

10 March, 2001

This instrument prepared by JOSEPH S. IRAK, ATTORNEY AT LAW with offices at: 506 E. 86th Av., M'ville, IN 46410 (219) 769-4552.

PARCEL 3: PROPOSED WATER LINE EASEMENT

A part of that parcel of land ninety-nine(99) feet wide, situated in the Southwest Quarter of the Northwest Quarter of Section 27, Township 36 North, Range 8 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, being all of the right, title, and interest of the United Railroad Corporation, the Michigan Central Railroad Company, and the Penn Central Corporation to all those certain pieces or parcels of land and premises, easements, rights of way, and any other rights of any kind whatsoever appurtenant thereto or used in conjunction therewith on and along that part of the Joliet Branch of the former Joliet and Northern Indiana Railroad Company conveyed by deed dated May 20, 1988, by said companies to Whole Truth True Holiness Church in Christ, Inc., bounded and described as follows: Beginning at the intersection of the East line of Alley No.4 East with the Northwesterly right of way line of said former railroad; thence South 0 degree 10 minutes 45 seconds East a distance of 104.88 feet to the intersection of the Southeasterly right of way line of said former railroad with the East line of said Alley No.4 East; thence South 70 degrees 43 minutes 00 seconds West along said Southeasterly right of way line a distance of 21.16 feet to its intersection with the West line of said Alley No.4 East; thence North 0 degree 10 minutes 45 seconds West a distance of 104.88 feet to the intersection of the Northwesterly right of way line of said former railroad with the West line of said Alley No.4 East; thence North 70 degrees 43 minutes 00 seconds East along said Northwesterly right of way line a distance of 21.16 feet to the point of beginning.

part of Key # 40-78-8



EXHIBIT "A"
LEGAL DESCRIPTION OF
THE EASEMENT