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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

97 APR 25 AM 11:23 ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER.

Utility Easement
MORRIS W. CARTER
RECORDER

APR 25 1997

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LINDEN HOUSE OF GARY, 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 the CITY OF GARY, 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.

Joseph J Duffy Co
21994 n Elston ave
Chicago IL 60630

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JS CS

IN WITNESS WHEREOF, the Grantor has duly executed this instrument this 23rd day of April, 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 October 31, 1996, and recorded in the Office of the Recorder of Lake County, Indiana, in Deed Book 2, Page 31 As Instrument No. _____ on November 1, 1996.

[CORPORATION OWNER]

Linden House of Gary, Inc.

a(n) Indiana

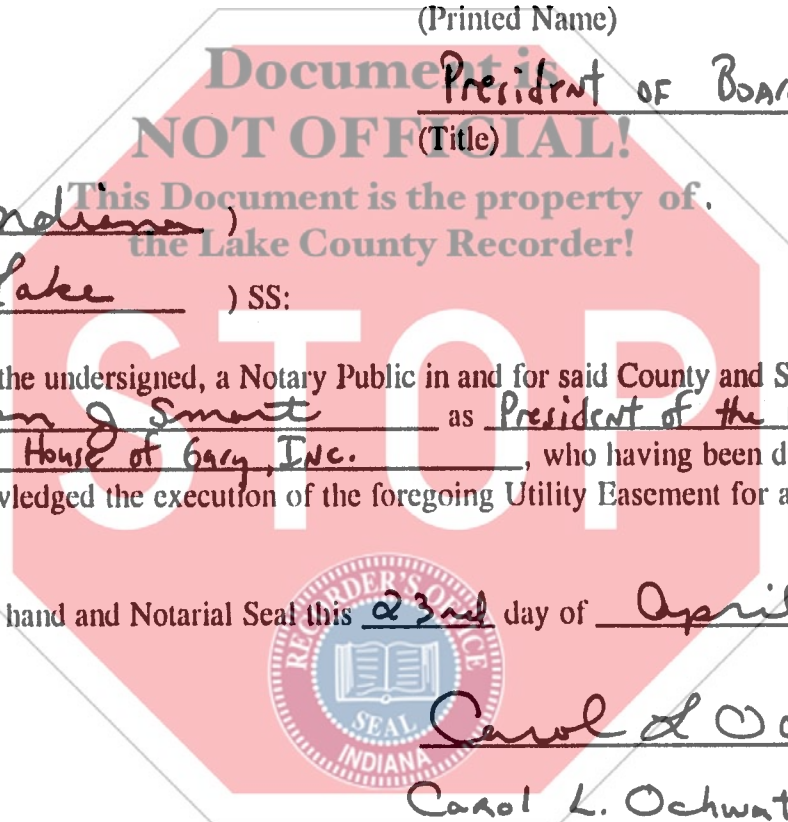
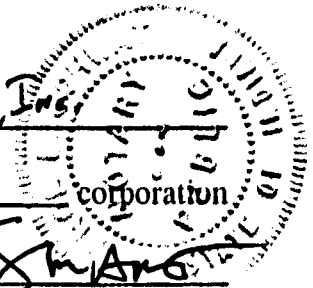
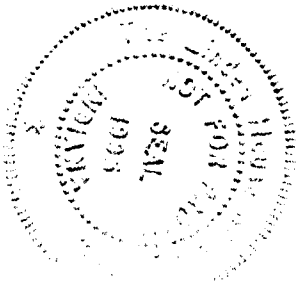
[Signature]

Allen J. SMART

(Printed Name)

President of Board

(Title)



STATE OF Indiana) This Document is the property of the Lake County Recorder!

COUNTY OF Lake) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Allen J. Smart as President of the Board of the Linden House of Gary, Inc., who having been duly sworn upon his/her oath acknowledged the execution of the foregoing Utility Easement for and on behalf of said corporation.

Witness my hand and Notarial Seal this 23rd day of April, 1997.



Carol L. Ochwat

Carol L. Ochwat, Notary Public

residing in Porter County, Indiana

My Commission Expires:

6/6/99

This instrument prepared by Allen J. SMART, Ancilla Systems with offices at: 1000 S Lake Park Ave. Hobart Indiana 46342

Torrenge Engineering, Inc.

REGISTERED PROFESSIONAL ENGINEERS & LAND SURVEYORS

907 RIDGE ROAD

MUNSTER, INDIANA 46321

Office (219) 836-8918

Fax (219) 836-1138

EXHIBIT A

CENTERLINE 10' FIRE HYDRANT EASEMENT

DESCRIPTION: Commencing at the Southeast corner of Lot 26, Block 8, in the Chicago-Tolleston Land and Investment Company's 5th Addition, to the Town of Tolleston as recorded in Plat Book 2, page 31 in the Office of the Recorder, Lake County, Indiana; thence East along the North Right-of-Way line of 16th Street, a distance of 17.0 feet to the center of a six inch watermain running North along a 20 foot vacated alley; thence North along said watermain, a distance of 104.0 feet to the point of beginning; thence East 32.5 feet to a point of termination, said easement being 5 feet on each of the last described line, all in the City of Gary, Lake County, Indiana.

This Document is the property of
the Lake County Recorder!

Prepared for:
Prepared by:
Date:

McBride & Dudley, LTD.
Torrenge Engineering, Inc.
April 21, 1997

