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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

FILED

OCT 22 1997

UTILITY EASEMENT: 25

SAM ORLICH

AUDITOR LAKE COUNTY

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valid consideration the receipt and sufficiency of which are hereby acknowledged, REGENCY PARK ←
HOMEOWNER'S ASSOCIATION, INC. 480 E. 60th DR. MARILYN, IN.

("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, inspect, remove, 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 or added to the Easement Area which would result in less than five (5) feet or more than six (6) feet of earth over the Facilities without Grantee's written consent.

The Grantee shall indemnify and hold the Grantor 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 installation, maintenance, operation, replacement, repair, renewal 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, installation, operation, repair, removal, replacement, renewal, inspection and maintenance of the Facilities and removal of any buildings, improvements or structures located on, in or under the Easement Area in violation hereof.

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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 and 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.

This easement shall run with the land, shall inure to the benefit of Grantee and shall be binding upon the heirs, executors, administrators, personal representatives, tenants, successors and assigns of Grantor or Grantee.

IN WITNESS WHEREOF, the Grantor has duly executed this instrument this 21ST day of OCTOBER 1997.

CROSS-REFERENCE. In accordance with Ind. Code § 32-5-2-2 (a), the easement described herein burdens real estate acquired by the Grantor by deed dated Dec. 7, 1973 and recorded in the Office of the Recorder of LAKE County, Indiana, in Deed Book 44, Page 13-B as Instrument No. 232072 on Dec. 7, 1 1973

[SIGNATURES FOLLOW ON NEXT PAGE]

[CORPORATE OWNER]

Regency Park Homeowners' Assn. Inc.

a(n) INDIANA corporation

Ethel Hardison
(Signature)

ETHEL HARDISON
(Printed Name)

CORPORATE TREASURER
(Title)

STATE OF Indiana)
) SS
COUNTY OF Lake)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared ETHEL HARDISON as CORPORATE TREASURER

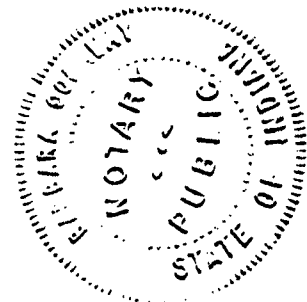
of REGENCY PARK HOMEOWNERS ASSN INC. who having been duly sworn upon his/her oath acknowledged the execution of the foregoing Utility Easement for and on behalf of said corporation.

Witness my hand and Notarial Seal this 21st day of October,
19 97.

Barbara Conaway
_____, Notary Public
residing in Lake County,

My Commission Expires:

BARBARA CONAWAY
Notary Public State of Indiana
Lake County, IN
This instrument prepared by: My Commission Expires Feb. 24, 2000



Legal Description
For Utility Easement

(EXHIBIT A)

An easement for utility purposes being twenty (20) feet wide and centered upon the following described line: Commencing at the Southwest Corner of Lot 1 of Old Airport Addition to Lake County, Indiana as the same appears of record in Plat Book 38, Page 99 in the Office of the Recorder of Lake County, Indiana; thence South 89 degrees 44 minutes 50 seconds East along the South Line of said Lot 1, a distance of 1,054.65 feet; thence North 00 degrees 03 minutes 10 seconds East along the centerline of a twenty (20) foot easement, a distance of 455.00 feet to a point, said point being the Point of Beginning of said easement; thence continuing along a prolongation of said last line, a distance of 145.11 feet to a Point of Terminus; the side lines of said easement to be lengthened or shortened as necessary to meet at angle points.