

FILED

STATE OF INDIANA
LAKE COUNTY

→ NORTHWEST INDIANA WATER COMPANY

APR 17 1998

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SAM ORLICH

LAKE COUNTY

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other consideration, the receipt and sufficiency of which are hereby acknowledged, Board of Public Works and Safety of City of Gary, Indiana ("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 Gateway Park 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 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.

002204

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16 AS

→ 650 MADISON ST. P.O. BOX M-486 GARY, IN 46401

ATTN: D. RYAN

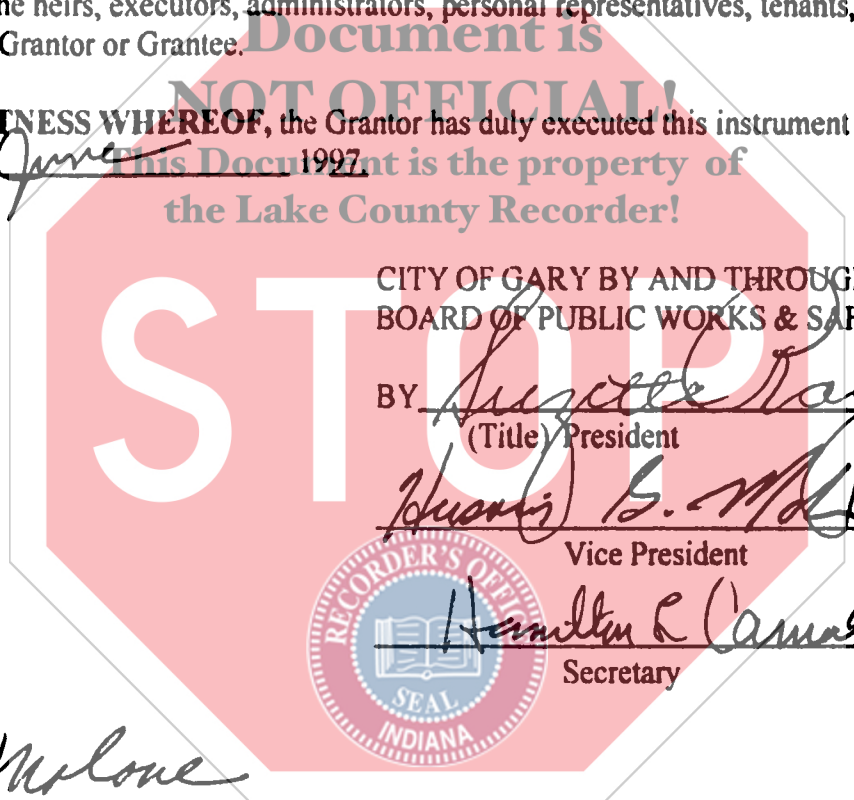
Grantor hereby (i) covenants that Grantor is the owner(s) in fee simple of the Easement Area and are lawfully seized thereof, (ii) covenants that Grantor has the right to grant and convey the easement herein (iii) guarantees the quiet possession thereof and that the Easement Area is free from all encumbrances, 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 18th day of June 1997.



CITY OF GARY BY AND THROUGH THE BOARD OF PUBLIC WORKS & SAFETY

BY [Signature]
(Title) President

[Signature]
Vice President

[Signature]
Secretary

ATTEST:

[Signature]

NORTHWEST INDIANA WATER COMPANY

[Signature]
(Title) PRESIDENT

ATTEST:

[Signature]

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

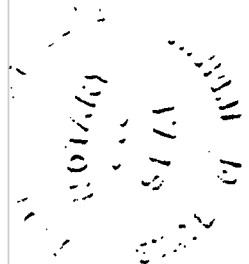
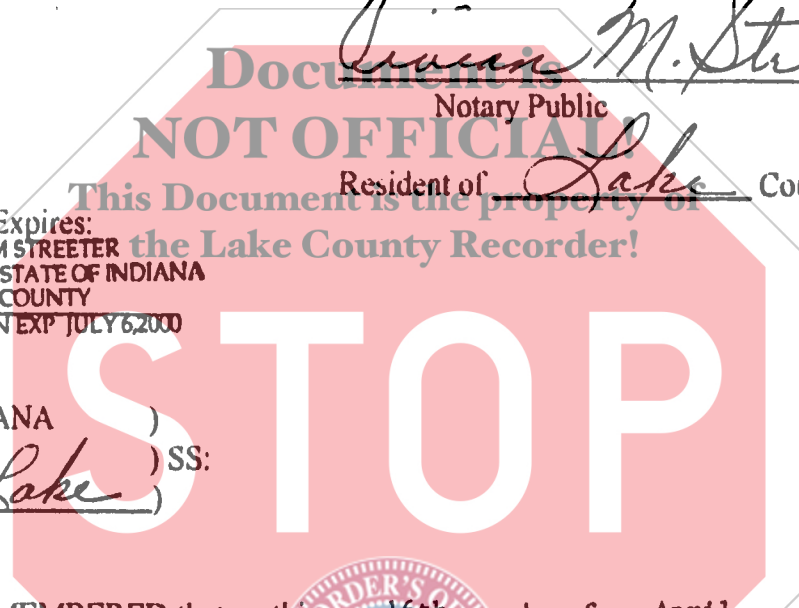
BE IT REMEMBERED that on this 18th day of June, 19 97,
before me, a notary public in and for the County and State aforesaid, personally appeared
Mrs. Suzette Raggs, Mr. Husain Mahmoud and Mr. Hamilton Carmouche,
respectively, of the CITY OF GARY, and each acknowledged the execution of the above and
foregoing instrument on behalf of said CITY as their voluntary act and deed of said city and of
said officials for the uses and purposes therein set forth.

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

Vivian M. Streeter
Notary Public

Resident of Lake County, IN

My Commission Expires:
VIVIAN M STREETER
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP JULY 6, 2000



STATE OF INDIANA)
) SS:
COUNTY OF Lake)

BE IT REMEMBERED that on this 16th day of April, 19 98,
before me, a notary public in and for the County and State aforesaid, personally appeared
Larry A. Hensley
President, and Edward J. Nickels, Vice President, Secretary, respectively, of Northwest
Indiana Water Company and each acknowledged the execution of the above and foregoing
instrument on 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 seal the day and year first above written.

Yvonne Stanley
Notary Public Yvonne Stanley

Resident of Lake County, IN

My Commission Expires: 02-25-08

EXHIBIT A
LEGAL DESCRIPTION OF THE EASEMENT
FOR
NORTHWEST INDIANA WATER COMPANY

A 10.00 foot easement for water line across the Gateway Park, City of Gary, Lake County, Indiana, more specifically described as follows:

Commencing at the intersection of the west right-of-way line of Broadway and the south right-of-way line of NIPSCO easement, thence west and parallel to the north right-of-way line of 4th Avenue a distance of 5.00 feet to the beginning of the center line of said 10.00 foot easement; thence south and parallel to the west right-of-way line of Broadway a distance of 200' ± to 5.00 foot north of the north right-of-way line of 4th Avenue, thence west and parallel to the north right-of-way line of 4th Avenue a distance of 150' ± to a vacated alley 1 west of Broadway. Easement sidelines shall be extended or shortened to terminate at said south right-of-way line of NIPSCO easement and at said north right-of-way line of 4th Avenue.

