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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MORRIS W. CARTER
RECORDER

UTILITY EASEMENT

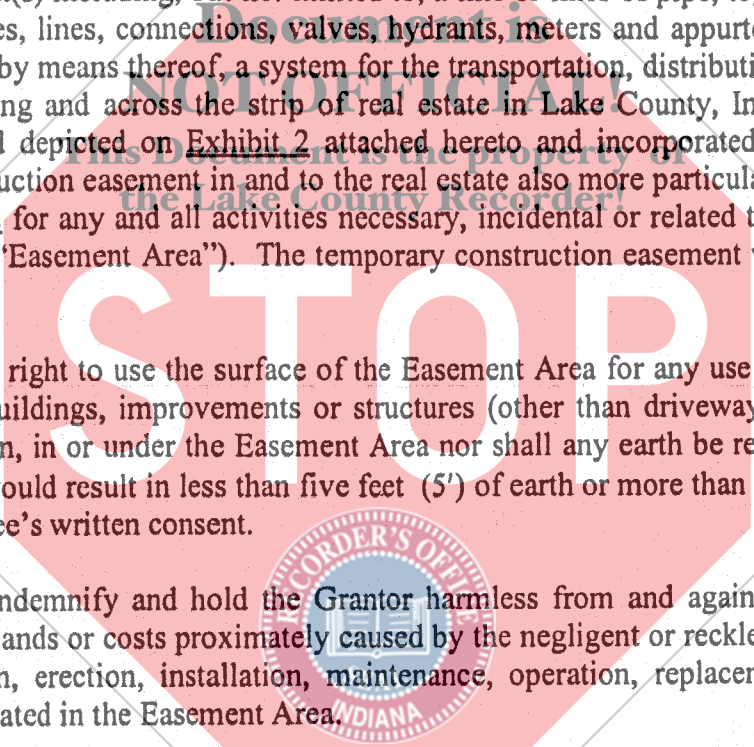
IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, THE LAKE COUNTY PARKS AND RECREATION BOARD ("Grantor") hereby grants unto NORTHWEST INDIANA WATER COMPANY, an Indiana corporation, and its successors and assigns ("Grantee"), (i) the perpetual and nonexclusive 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 1 and depicted on Exhibit 2 attached hereto and incorporated herein; and (ii) a non-exclusive, temporary construction easement in and to the real estate also more particularly described on Exhibit 1 and depicted on Exhibit 2 for any and all activities necessary, incidental or related to the construction of the Facilities (collectively, the "Easement Area"). The temporary construction easement will expire on December 31, 1999.

Grantor reserves the right to use the surface of the Easement Area for any use which is consistent with this grant. However, no buildings, improvements or structures (other than driveways or roadways) shall be located, 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 feet (5') of earth or more than six feet (6') 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, including but not limited to, crops, fences, or buildings of the Grantor on lands of the Grantor adjoining the Easement Area, caused by the Grantee in the construction, repair,



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JUN 16 1998

SAM ORLICH
AUDITOR LAKE COUNT.

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TICOR TITLE INSURANCE

Crown Point, Indiana

214669

NW In. Water Co.
650 Madison St
PO Box M-486, Gary, Ind. 46401

15-11-1

operation, 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.

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.

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

The undersigned person executing this Easement on behalf of Grantor represents and certifies that he is the duly elected President of Grantor and has been fully empowered, by proper resolution of Grantor to execute and deliver this Easement; that Grantor has full capacity to grant the Easement described herein; and that all necessary organizational and statutory procedures and requirements for the granting of such Easement by Grantor have been taken and done.

IN WITNESS WHEREOF, the Grantor has duly executed this instrument this 9th day of June, 1998.

THE LAKE COUNTY PARKS AND RECREATION BOARD

By: Walter D. Jones
Dean Jones, President
aka Walter D. Jones



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 May 26, 1977, and recorded June 21, 1997 in the Office of the Recorder of Lake County, Indiana, as Instrument No. 413445.

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dean Jones,*as President of The Lake County Parks and Recreation Board, who having been duly sworn upon his oath acknowledged the execution of the foregoing Utility Easement for and on behalf of said Board.

*aka Walter D. Jones

Witness my hand and Notarial Seal this 9th day of June, 1998.

Document is
NOT OFFICIAL

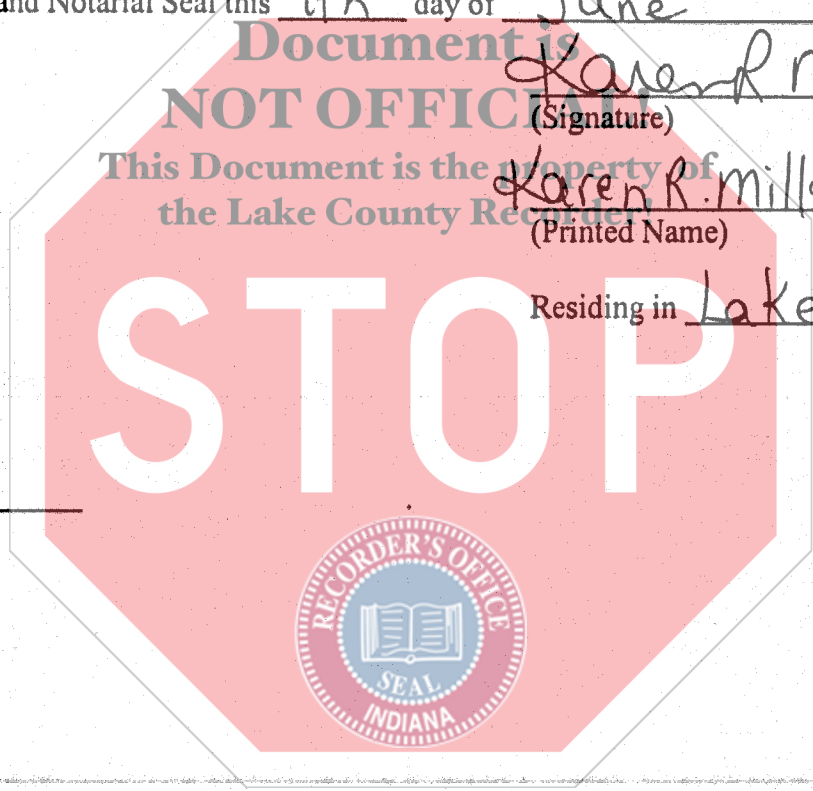
Karen R. Millan
(Signature)

This Document is the property of
the Lake County Recorder
Karen R. Millan, Notary Public
(Printed Name)

Residing in Lake County, Indiana

My Commission Expires:

01/16/99



This instrument prepared by Craig Hendrix, P.E.,
Northwest Indiana Water Company, 650 Madison Street, Gary, IN 46401-0486

EXHIBIT 1

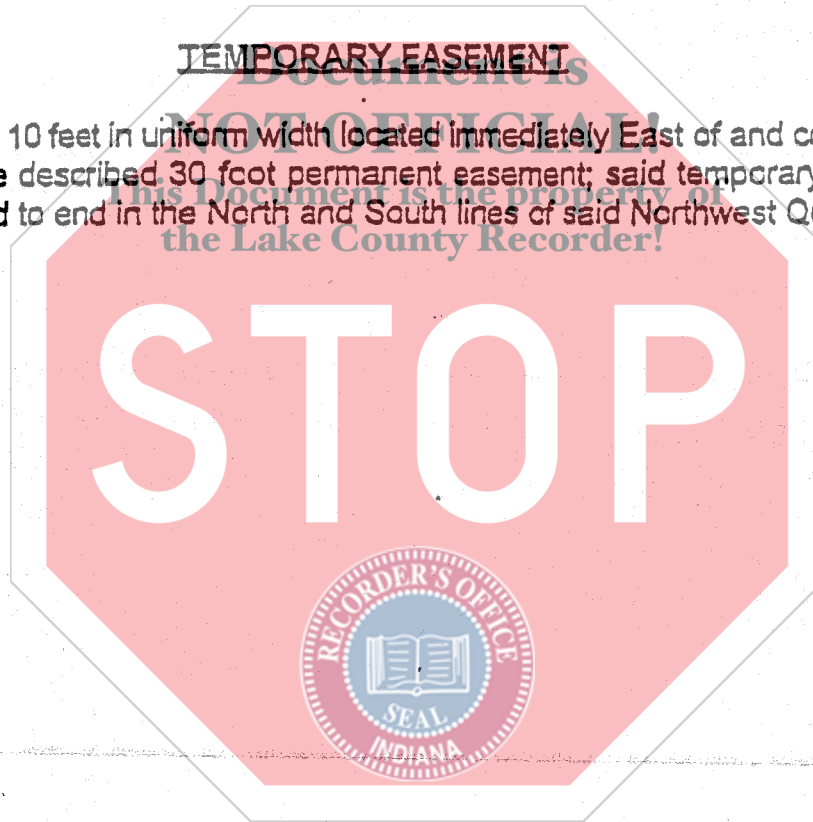
PERMANENT EASEMENT

A 30 foot wide permanent utility easement being a part of the Northwest Quarter of Section 28, Township 35 North, Range 7 West of the Second Principal Meridian in Lake County, Indiana and also being part of lands now owned by The Lake County Parks and Recreation Board as per Warranty Deed dated 05/26/1977 and recorded 06/21/1977 as Document Number 413445 in the Office of the Recorder of Lake County, Indiana; said easement described as follows:

The East 30 feet of the West 50 feet of the Northwest Quarter of Section 28, Township 35 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana; said easement containing 1.8 acres, more-or-less, and subject to all existing easements and rights-of-way.

TEMPORARY EASEMENT

A temporary easement 10 feet in uniform width located immediately East of and coincident with the East line of the above described 30 foot permanent easement; said temporary easement to be extended or shortened to end in the North and South lines of said Northwest Quarter.



Revised this 3rd day of April, 1998
Dated this 8th day of December, 1997

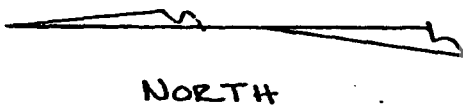
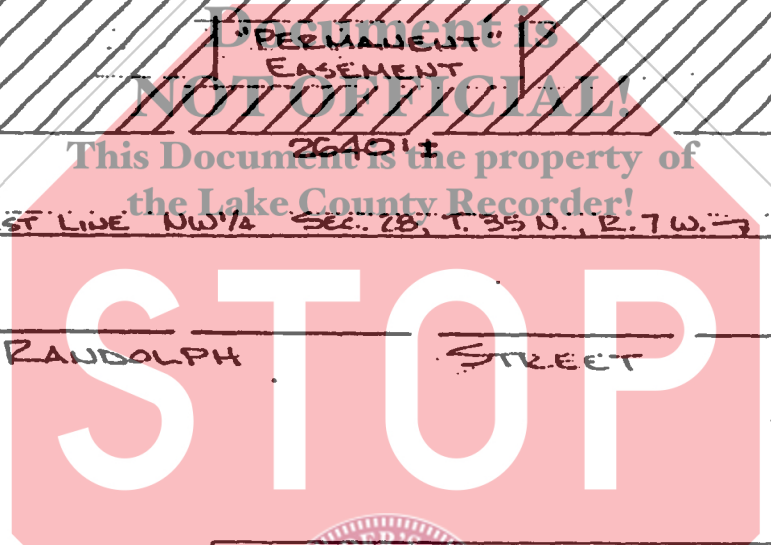
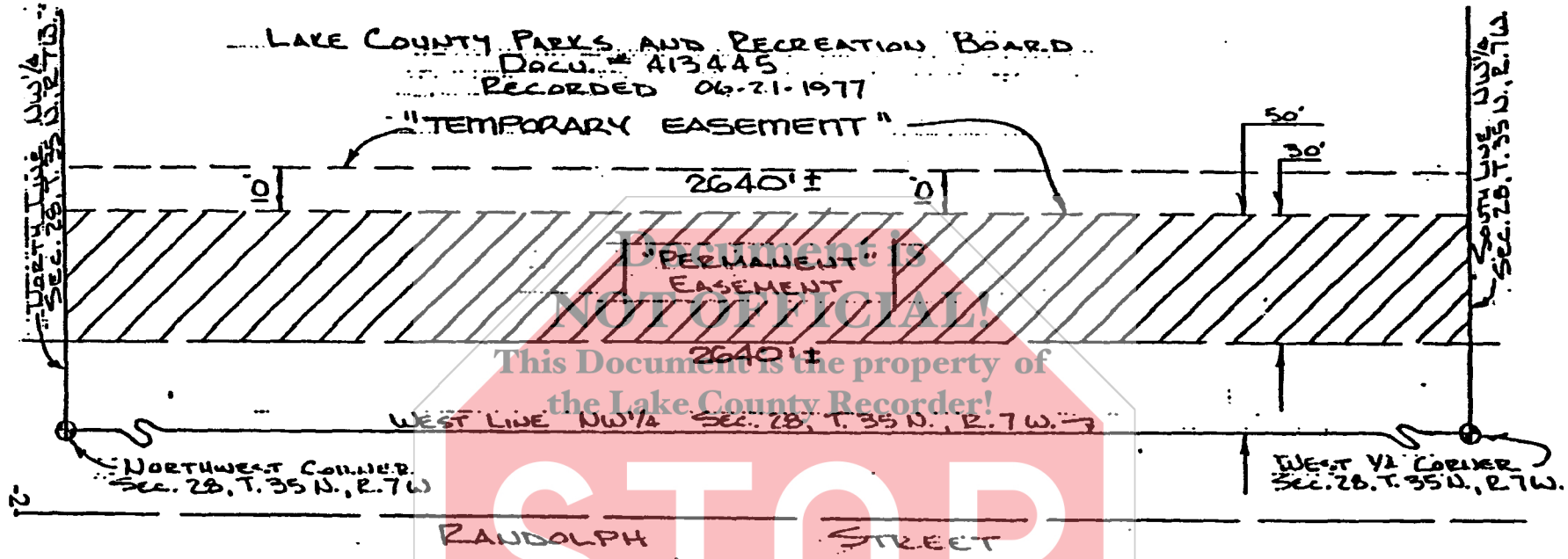
Prepared by:
PTGR
A Member of Bonar Group
158 S. Napoleon Street, Suite 100
Valparaiso, Indiana 46383-5582
219-462-1158

0000

FARM/BONAR GROUP

110 4100 100 040 000 0000

LAKE COUNTY PARKS AND RECREATION BOARD
Docu. # A13445
RECORDED 06-21-1977





TITLE: WATER MAIN EASEMENT		REVISED:
 PTGR ENGINEERS-LAND SURVEYORS A MEMBER OF BONAR GROUP 150 S. Madison Street, Suite 100 Indianapolis, IN 46203-5682 219/462-1158 Fax 219/462-0329	 Northwest Indiana Water Company 650 Madison Street P.O. Box M-488 Gary, Indiana 46401-0488	04-03-98 RLH
	JOB No: 49410.00	SCALE: 1" = 30'
DATE: 12-16-1997	DRAWN BY: MJM	OF 1
Q-SEC:	ATLAS:	

EXHIBIT 2