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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

98 JUN 19 AM 9:10

MORRIS W. ORLICH
RECORDER

UTILITY EASEMENT

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are here by acknowledged, Byron Espoglou and Louisa J. Espoglou collectively, ("Grantor") hereby grant 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").

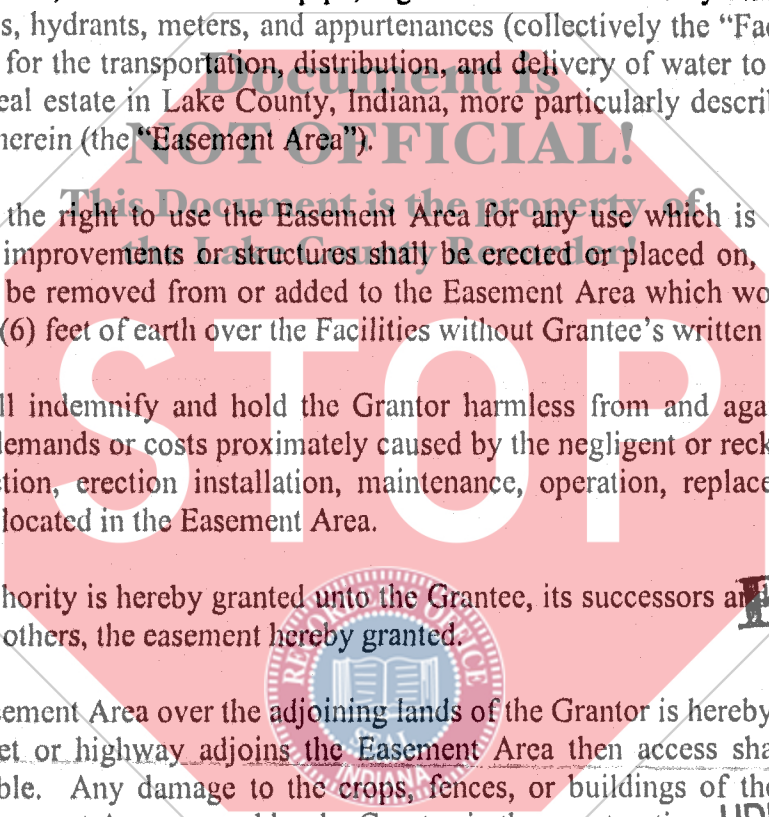
Grantor reserves the right to use the Easement Area for any use which is consistent with this grant. However, no buildings, improvements or structures shall be erected or placed on, in, or under the Easement Area nor shall any earth be removed from or added to the Easement Area which would result in 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.



FILED
JUN 18 1998

SAM ORLICH
RECORDER

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JUN 18 1998

SAM ORLICH
RECORDER

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1700
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TICOR TITLE INSURANCE

Crown Point, Indiana
214673

NW In Water Co
650 Madison St
Gary, In 46401

8-15-16-21

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 5TH day of JUNE 1998.

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 3, 1996 and recorded in the Office of the Recorder of Lake County, Indiana, as Document No. 96030296 on May 8, 1996.

[SIGNATURES FOLLOW ON NEXT PAGE]



Byron Espoglou
Byron Espoglou

Louisa J. Espoglou
Louisa J. Espoglou

STATE OF INDIANA

COUNTY OF LAKE

)
) SS:

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Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Byron Espoglou and Louisa J. Espoglou, who having been duly sworn upon their oath acknowledged the execution of the foregoing Utility Easement.

Witness my hand and Notarial Seal this 5th day of June, 1998



Cynthia S. Miles
CYNTHIA S. MILES, Notary Public
residing in LAKE County,
Indiana

My Commission Expires:

5-27-2001

This instrument prepared by: Craig Hendrix, P.E.

with offices at: Northwest Indiana Water Company
650 Madison Street
Gary, Indiana 46401-0486

PERMANENT EASEMENT

A 20 foot wide permanent utility easement being a part of the South One-Half of the Northwest Quarter of Section 33, Township 35 North, Range 7 West of the Second Principal Meridian in Lake County, Indiana and also being part of lands now owned by Byron Espoglou and Louisa J. Espoglou as per Warranty Deed dated 05/03/1996 and recorded 05/08/1996 as Document Number 96030296 in the Office of the Recorder of Lake County, Indiana; said easement described as follows:

The West 20 feet of the following described parcel: The East 200 feet of the West 230 feet of the North 120 feet of the South One-Half of the Northwest Quarter of Section 33, Township 35 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana; said easement containing 0.06 acres, more-or-less, and subject to all existing easements and rights-of-way.



Dated this 12th day of January, 1998

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

NORTHWEST CORNER 5/2 NW/4
Sec. 33, T. 35 N., R. 7 W.

200'

NORTH LINE 5/2 NW/4
Sec. 33, T. 35 N., R. 7 W.

EXHIBIT A
Page 2 of 2

RANDOLPH STREET

120'

BYRON ESPAGLAN AND LORNA J. ESPAGLAN
Docu. # 96030296
RECORDED 05-09-1996

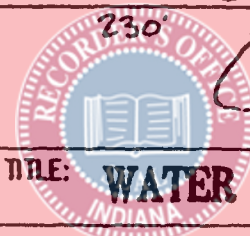
This Document is the property of
the Lake County Recorder!

"PERMANENT"
EASEMENT

STOP

200'

SOUTH LINE NORTH 120' 5/2 NW/4
Sec. 33, T. 35 N., R. 7 W.



West Line 5/2 NW/4
Sec. 33, T. 35 N., R. 7 W.

TITLE: WATER MAIN EASEMENT

PTGR
ENGINEERS-LAND SURVEYORS

A MEMBER OF BONAR GROUP

158 S. Napoleon Street, Suite 100
Waperian, IN 46383-9582
219/462-1158 Fax 219/462-8329



Northwest Indiana Water Company

650 Madison Street
P.O. Box M-486 Gary, Indiana 46401-0486

REVISED:

JOB No: 49410.00

SCALE: 1"=30'

SHEET

DATE: 12-16-1997

DRAWN BY: MJM

OF

Q-SEC:

ATLAS:

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