

2245 45th AVE John Richie
N Highland 40322

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, _____

("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 _____ 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.

JUL 13 1998

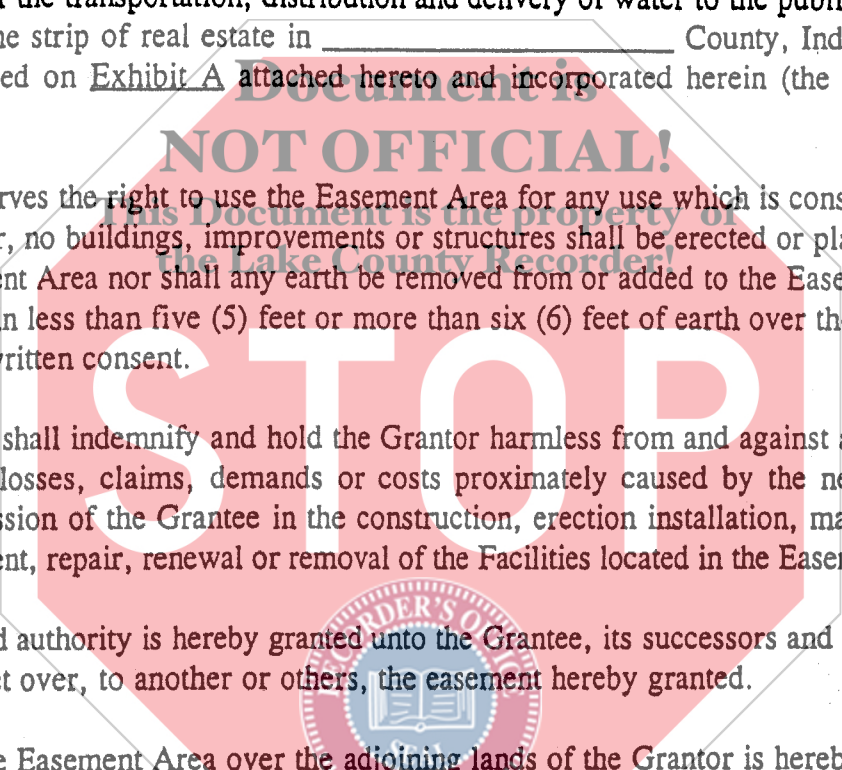
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SAM OPLICH
AUDITOR LAKE COUNTY

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LAKE COUNTY RECORDER

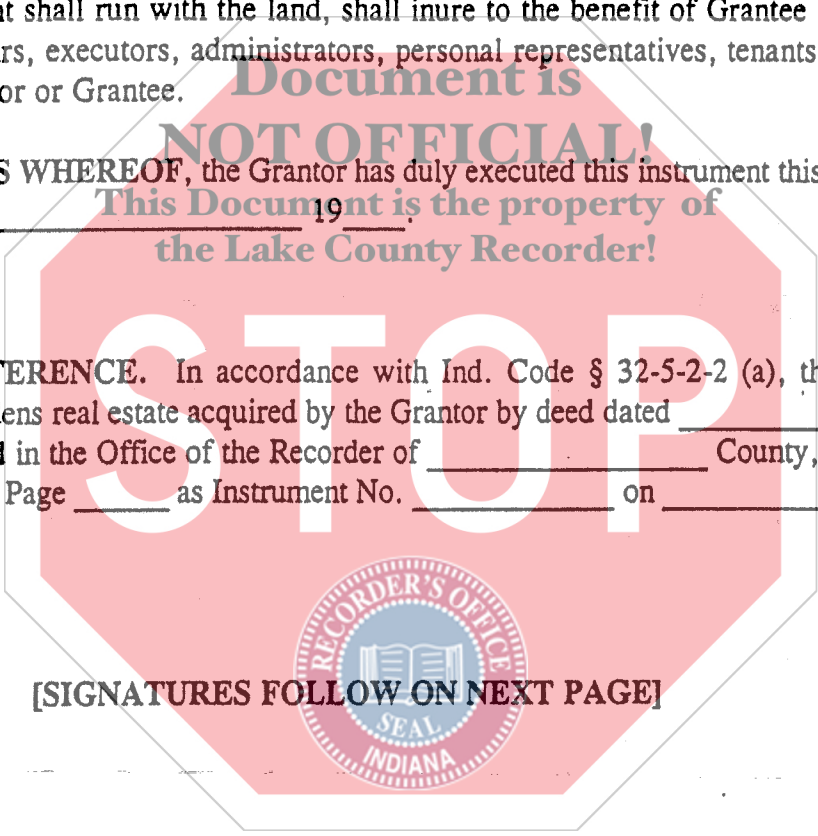
Grantor hereby (i) covenants that Grantor is the owner(s) in fee simple of the Easement Area and are lawfully seized thereof, (ii) covenants that Grantor has the right to grant and convey the easement herein, (iii) guarantees the quiet possession thereof and that the Easement Area is free from all encumbrances,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



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 _____, 19____, and recorded in the Office of the Recorder of _____ County, Indiana, in Deed Book _____, Page _____ as Instrument No. _____ on _____, 19____.

[SIGNATURES FOLLOW ON NEXT PAGE]

[CORPORATE OWNER]

STRACK & VANTIL

a(n) _____ corporation

John A. Ritchie
(Signature)

JOHN A. RITCHIE
(Printed Name)

MAINT/CONSTR. SUPV.
(Title)

STATE OF
COUNTY OF

INDIANA

LAKE

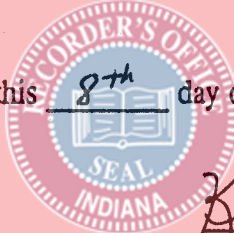
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This Document is the property of
the Lake County Recorder!

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOHN A. RITCHIE as MAINT. SUPERVISOR

of STRACK & VAN TIL 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 8th day of JUNE, 1998.



Karen Marie Jones

Notary Public

residing in LAKE County,

INDIANA

My Commission Expires:

1-23-99

This instrument prepared by:

EXHIBIT B

LEGAL DESCRIPTION OF SHOPPING CENTER

The North 838.68 feet of the Northeast Quarter of the Northeast Quarter of Section 9, Township 35 North, Range 8 West of the Second Principal Meridian; excepting the North 302.50 feet of the East 340.0 feet and the South 70.0 feet of the East 255.0 feet thereof all in Lake County, Indiana.

