

UTILITY EASEMENT AGREEMENT

98502185 LD

1

This **UTILITY EASEMENT AGREEMENT** is made and entered into this 7th day of October, 1999, by and between **HARKAMALJIT S. RANDHAWA** and **SATINDER RANDHAWA**, husband and wife, (hereinafter sometimes referred to as "Grantor"), and **RAMAMURTHY NAGUBADI** and **MERCANTILE NATIONAL BANK OF INDIANA**, as Custodian of Ramamurthy Nagubadi IRA, and known as Trust No. 595200, of Lake County, Indiana, (hereinafter sometimes referred to as "Grantee").

WITNESSETH THAT:

WHEREAS, Grantor owns and has title to certain real estate located in Lake County, Indiana, which is legally described as follows:

PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID EAST HALF WITH THE NORTH LINE OF U.S. HIGHWAY NO. 30; THENCE NORTH 00°00'24" EAST, 598.19 FEET ALONG THE EAST LINE OF SAID EAST HALF; THENCE NORTH 89°59'36" WEST (PERPENDICULAR TO SAID EAST LINE), 327.00 FEET; THENCE SOUTH 00°00'24" WEST, 12.81 FEET, PARALLEL WITH SAID EAST LINE; THENCE NORTH 89°59'36" WEST, (PERPENDICULAR TO SAID EAST LINE), 88.00 FEET; THENCE SOUTH 00°00'24" WEST, 580.52 FEET, PARALLEL WITH SAID EAST LINE, TO THE NORTH RW LINE OF U.S. HIGHWAY NO. 30; THENCE SOUTH 89°19'00" EAST, 215.49 FEET ALONG THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 30 TO THE BEGINNING OF AN ARC TO THE LEFT HAVING A RADIUS OF 361,709.39 FEET AND SUBTENDED BY A LONG CHORD BEARING SOUTH 89°19'57" EAST, 199.54 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PORTION TAKEN FOR ROADWAY PURPOSES.

WHEREAS, Grantor wishes to grant to Grantee a utility easement for sanitary sewers, storm sewers, water service and water mains.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, it is mutually agreed by and between the parties hereto as follows:

FILED

OCT 13 1999

PETER BENJAMIN
LAKE COUNTY AUDITOR

000817

1700
BR
CA

Chicago Tide Insurance Company

99084690

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

Document is NOT OFFICIAL This Document is the property of the Lake County Recorder

1. **Easement.** Grantor does hereby grant, assign, convey and set over to the Grantee an easement for sanitary sewers, storm sewers, water service and water mains, in, under, over and across the following legally described real estate:

SEE ATTACHED EXHIBIT "A"

2. **Uses.** Grantee is granted a perpetual easement for the installation, construction and utilization of sanitary sewers, storm sewers, water service and water mains. Grantee shall also have a continuing easement in, under, over, above and across said easement parcel to inspect, maintain and/or repair any such sanitary sewers, storm sewers, water service or water mains installed in said easement. The parties understand and agree that this utility easement will not interfere with Grantor's access for ingress and egress to the real estate. Grantor reserves the right to construct and maintain driveways and walkways across said easements for purposes of access for ingress and egress to and from the Grantor's subject premises for pedestrians and motor vehicles and Grantee shall have access across driveways and walkways to its easement as legally described in paragraph 1.

3. **Non-Exclusive Easement.** This easement granted to the Grantee herein is not exclusive; Grantor reserves the right to use the easement for its purposes and/or to grant additional easements over the same property to other public utilities or private parties, provided said purposes and grants do not interfere with the rights herein granted to the Grantee.

4. **Term.** Grantee shall have and hold said easement for utility purposes in perpetuity so long as said easement is used for the purposes set forth herein.

5. **Repair and Maintenance.** Grantee shall be solely responsible for all maintenance, repair and replacement of the sanitary sewers, storm sewers, water lines or water mains located in, on, under, over, across, and through the easement area.

6. **Indemnification.** Grantee agrees to indemnify and save the Grantor harmless from and against any and all damages, losses, claims, demands, or costs proximately caused by the default, culpability, or negligence of said Grantee in the use, maintenance, operation, repair, renewal, or removal of such sanitary sewers, storms sewers, and water service.

7. **Covenant Running with The Land.** The easement hereby granted, the restrictions herein imposed, and the agreements herein contained shall be an easement, restrictions and covenants running with the land and shall inure to the benefit, and be binding upon, the parties hereto and their respective heirs, successors, assigns, and transferees, including but not in limitation, to all subsequent owners of said real estate and all persons claiming under them.

IN WITNESS WHEREOF, the parties have duly executed this Utility Easement Agreement the day and year set forth above.

GRANTOR:

Harkamaljit S. Randhawa
HARKAMALJIT S. RANDHAWA

S. Randhawa
SATINDER RANDHAWA

GRANTEE:

Ramamurthy Nagubadi
RAMAMURTHY NAGUBADI

MERCANTILE NATIONAL BANK OF INDIANA, as Custodian of Ramamurthy Nagubadi IRA, and known as Trust No. 595200

By: See Attached Signature Page
JAMES V. BUSHEMI, Trust Officer

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)



Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of October, 1999, personally appeared **Harkamaljit S. Randhawa and Satinder Randhawa**, husband and wife, and acknowledged the execution of the annexed Utility Easement Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on this 7th day of October, 1999.

Cynthia E. Colvin
Cynthia E. Colvin, Notary Public

My Commission Expires: 11/20/01
County of Residence: Lake

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of October, 1999, personally appeared **Ramamurthy Nagubadi** and acknowledged the execution of the annexed Utility Easement Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on this 7th day of October, 1999.

Cynthia E. Colvin
Cynthia E. Colvin

_____, Notary Public

My Commission Expires: 11/20/01
County of Residence: LAKE

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

STOP

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of October, 1999, personally appeared **Mercantile National Bank of Indiana, as custodian of Ramamurthy Nagubadi IRA, and known as Trust No. 595200**, by its Trust Officer, James V Bushemi, and acknowledged the execution of the annexed Utility Easement Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on this 7th day of October, 1999.

_____, Notary Public

My Commission Expires:
County of Residence:

This instrument prepared by: Rhett L. Tauber, Esq.
Anderson & Tauber, P.C.
9211 Broadway
Merrillville, Indiana 46410
Phone: (219)769-1892

THIS UTILITY EASEMENT AGREEMENT is executed by the undersigned Custodian, not personally, but solely as Custodian under the terms of that certain agreement dated the 24th day of June 1994, creating Trust #595200; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the covenants, undertakings, representations, agreements, and liabilities, herein made are made and intend, not as personal covenants, undertakings, representations, agreements, and liabilities, of the Custodian, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, AS CUSTODIAN, solely in the exercise of the powers conferred upon it as such Custodian under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking, representation or agreement herein, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State, or local law, rule or regulation. MERCANTILE NATIONAL BANK OF INDIANA, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Custodian is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

Furthermore, the information contained in this instrument has been furnished the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by a Trust Officer and its corporate seal hereunto affixed and attested by its Trust Officer the day and year first above written.

MERCANTILE NATIONAL BANK OF INDIANA, AS CUSTODIAN
AFORESAID AND NOT PERSONALLY,

BY:

James V. Bushemi, Trust Officer

TRUST OFFICER

ATTEST:

Mary Ann Zembala
Mary Ann Zembala, Trust Officer

STATE OF INDIANA)

COUNTY OF LAKE)

Before me, a Notary Public in and for said County in the State aforesaid, James V. Bushemi and Mary Ann Zembala, of the Mercantile National Bank of Indiana, a National Banking Association, personally known to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Trust Officer respectively, appeared this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said National Banking Association, as Custodian, for the uses and purposes therein set forth; and Mary Ann Zembala did also then and there acknowledge that she as custodian of the corporate seal of said National Banking Association, did affix the said corporate seal of said National Banking Association to said instrument as her own free and voluntary act, and as the free and voluntary act of said National Banking Association, as Custodian, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 7th day of October, 1999.

Jannett L. Gibson
Notary Public

JANNETT L. GIBSON
My Commission Expires: Apr. 29, 2000
County of Residence: LAKE

Resident of Lake County