

STATE OF INDIANA  
FILED

**UTILITY EASEMENT**

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IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, \_\_\_\_\_

Anthony J. & Louise A. Cefali ("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 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 except for a private sanitary sewer to service said site constructed to Indiana Department of Environmental Management Standards and for the paving of a driveway nor shall 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 plantings, fences, or buildings of the Grantor on lands of the Grantor adjoining the Easement Area or within 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.

Indiana America Water Co., Inc.  
650 Madison St  
P.O. Box M-486  
Gary, In 46401-0486

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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.

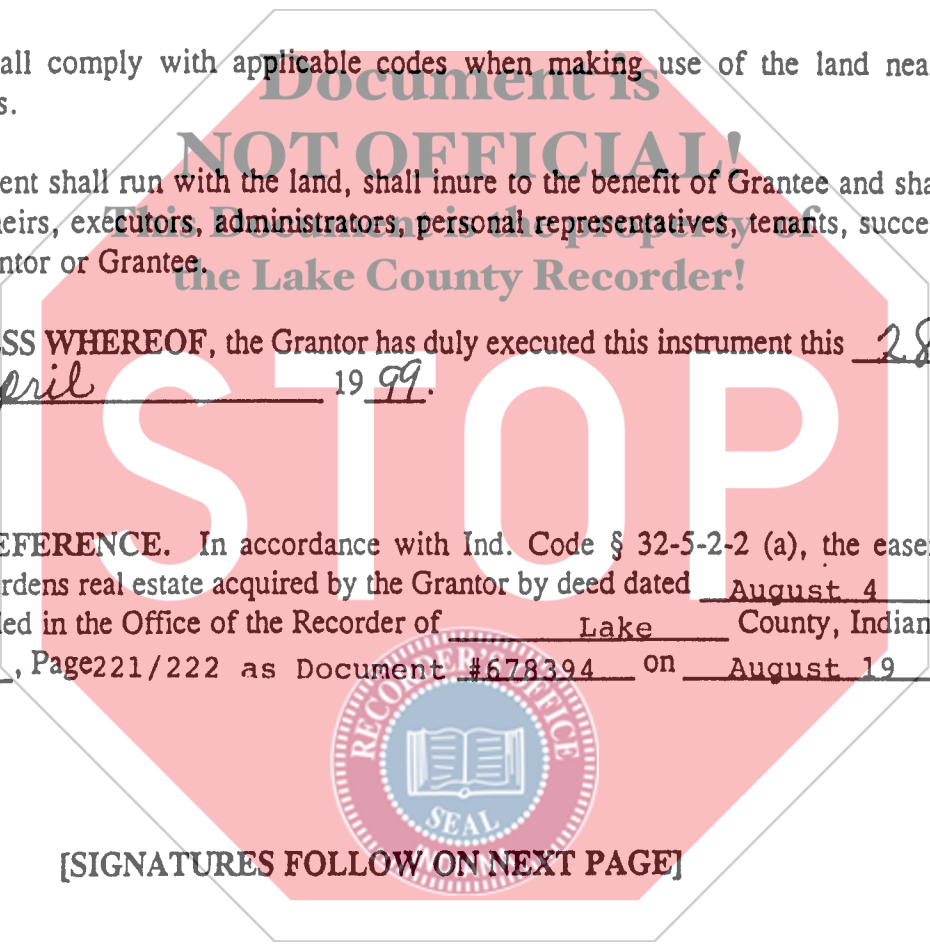
Grantor shall comply with applicable codes when making use of the land near the Grantee's Facilities.

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 28<sup>th</sup> day of April 19 99.

**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 August 4, 1966, and recorded in the Office of the Recorder of Lake County, Indiana, in Deed Book 1328, Page 221/222 as Document #678394 on August 19, 1966.

[SIGNATURES FOLLOW ON NEXT PAGE]





## EXHIBIT A

## LEGAL DESCRIPTION OF THE EASEMENT

The South 25 feet of the West 170 feet of a parcel described as the East 1/2 of the following described tract: Part of the NW 1/4 of the SE 1/4 of Section 32, Township 36 North, Range 7 West of the 2nd P.M., in the City of Hobart, Lake County, Indiana, described as follows: Beginning at a point on the West line of said tract 281.28 feet North of the SW corner thereof; thence deflecting  $89^{\circ}52'00''$  to the right and East 500 feet to a point; thence North and parallel to the West line of said tract 564.2 feet more or less to the center line of Duck Creek; thence Westerly by meander line along the center line of Duck Creek to the West line of said tract; thence South 473.2 feet more or less to the place of beginning; and the easement in and upon and over the North 20 feet of the South 30 feet of the West 1/2 of the following described tract: Part of the NW 1/4 of the SE 1/4 of Sec. 32, TWP. 36 N., R. 7 West of the 2nd P.M., in the City of Hobart, Lake County, Indiana, described as follows: Beginning at a point on the West line of said tract 281.28 feet North of the SW corner thereof; thence deflecting  $89^{\circ}52'00''$  to the right and East 500 feet to a point; thence North and parallel to the West line of said tract 564.2 feet more or less to the center line of Duck Creek; thence Westerly by meander line along the center line of Duck Creek to the West line of said tract; thence South 473.2 feet more or less to the place of beginning, as set out in and Agreement dated May 24, 1966, recorded July 1, 1966, as Instrument No. 672099 in Miscellaneous Book 950, Page 467.

Subject to all easements, covenants and restrictions of record.