

STATE OF INDIANA  
LAKE COUNTY  
UTILITY EASEMENT

IN ~~2000~~ ~~08~~ ~~09~~ ~~09~~ CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, \_\_\_\_\_  
Henry E. & Evelyn Rippe, husband and wife ("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

16.00

AM

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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.

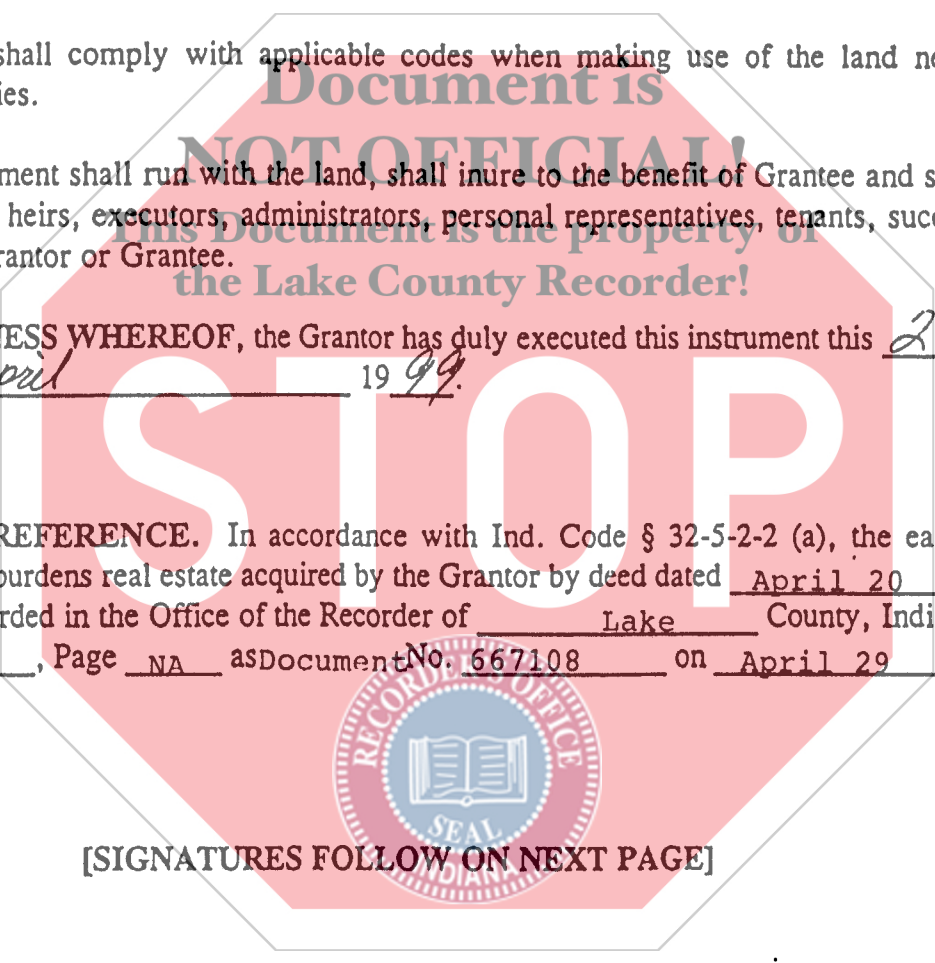
Grantor shall comply with applicable codes when making use of the land near the Grantee's Facilities.

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 23rd 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 April 20, 19 82, and recorded in the Office of the Recorder of Lake County, Indiana, in Deed Book NA, Page NA as Document No. 667108 on April 29, 19 82.

[SIGNATURES FOLLOW ON NEXT PAGE]



[INDIVIDUAL OWNER]

Henry E. Rippe  
(Signature)

Henry E. Rippe  
(Printed Name)

Evelyn Rippe  
(Signature)

Evelyn Rippe  
(Printed Name)

Document is  
NOT OFFICIAL!

This Document is the property of  
the Lake County Recorder!

STATE OF

Indiana )

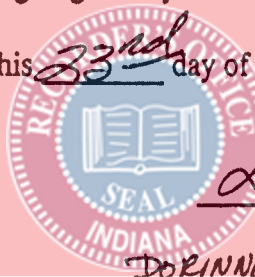
) SS

COUNTY OF

Lake )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Henry E. Rippe & Evelyn Rippe, who having been duly sworn upon his/her oath acknowledged the execution of the foregoing Utility Easement.

Witness my hand and Notarial Seal this 23<sup>rd</sup> day of April, 19 99.



Dorinne A. Richardson

DORINNE A. RICHARDSON, Notary Public

residing in LAKE County,

INDIANA

My Commission Expires:

10-28-00

This instrument prepared by:

EXHIBIT A

LEGAL DESCRIPTION OF THE EASEMENT

Part SE ¼ Section 32, Township 36 North, Range 7 West of the 2<sup>nd</sup> P.M., more particularly described as follows: Commencing at a point on the West line of the SE ¼ of said Sec. 32 and 1498.88 feet North of the SW corner thereof, thence deflecting 89d52m00s to the right and East 400 feet to the place of beginning; thence continuing on the last described line 20 feet; thence South and parallel to the West line of the SE ¼ of said section 84.51 feet, thence South 76d23m00s West 20.58 feet; thence North and parallel to the West line of the SE ¼ of said Section 32, 89.30 feet to the point of beginning, containing 0.04 acres, more or less. And also the East 20 feet of a parcel described as follows: Part of the SE ¼ of Section 32, Township 36 North, Range 7 West of the 2<sup>nd</sup> P.M., in the City of Hobart, Lake County, Indiana, described as follows: Beginning at a point on the West line of said SE ¼ and 1598.88 feet North of the SW corner thereof, thence deflecting 89d52m00s to the right a distance of 250 feet to the point of beginning of the herein described tract, thence East along said last described line 170 feet, thence South and parallel to the West line of said SE ¼ 100 feet, thence West and parallel to the above described North line 170 feet, thence North and parallel to the West line of said SE ¼ 100 feet to the point of beginning.

