

2000 015062

2000 MAR -2 11:10:30

FILED

MORRIS W. CARTER
RECORDER

MAR 02 2000

PETER BENJAMIN
LAKE COUNTY AUDITOR

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, First Choice Home Supply, Inc., an Indiana Corporation, ("Grantor(s)") hereby grant(s) unto INDIANA-AMERICAN WATER COMPANY, INC., and its successors and assigns ("Grantee"), (i) 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; and (ii) a non-exclusive, temporary construction easement in and to the real estate also more particularly described on Exhibit A for any and all activities necessary, incidental or related to the construction of the Facilities (collectively, the "Easement Area"). The temporary construction easement will expire on the earlier of: (a) one year after the completion date of the Facilities; or (b) December 31, 2000.

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.

↓ Hedges & Davis
5700 Broadway
Merrillville, In. 46410 00257

17.00
E.P.
509.5

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.

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.

The undersigned signatories on behalf of Grantor, by their signature, represent and warrant that they are duly elected officers of First Choice Home Supply, Inc., an Indiana corporation; that they have been fully empowered, by proper resolution of the Board of Directors of said corporation, to execute and deliver this Utility Easement Agreement; that they have full corporate capacity to convey the utility easement described herein; and that all necessary corporate action for the making of such utility easement has been undertaken and approved.

IN WITNESS WHEREOF, the Grantor has duly executed this instrument this 28th day of FEBRUARY, 2000.

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

FIRST CHOICE HOME SUPPLY, INC.
an Indiana corporation

By: George V. Brown
Printed Name: GEORGE V. BROWN
Title: PRESIDENT

By: Valerie Brown
Printed Name: Valerie Brown
Title: VP / Admin



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared GEORGE V. BROWN and VALERIE BROWN, as the PRESIDENT and VICE PRESIDENT/ADMIN., respectively, of First Choice Home Supply, Inc., who having been duly sworn upon his/her/their oath, acknowledged the execution of the foregoing Utility Easement for and on behalf of said corporation.

Witness my hand and Notarial Seal this 28th day of FEBRUARY, 2000.

Laura B. Frost
LAURA B. FROST, Notary Public
A resident of PORTER County

My Commission Expires:
AUGUST 1, 2001

CROSS-REFERENCE. In accordance with Ind. Code § 32-5-2-2 (a), the easement described herein burdens real estate acquired by the Grantor by Warranty Deed dated October 1, 1998, and recorded in the Office of the Recorder of Lake County, Indiana, as Document No. 98078928 on October 6, 1998.

This instrument prepared by:

Laura B. Frost
Hodges & Davis, P.C.
8700 Broadway
Merrillville, IN 46410

27600.02

EXHIBIT A

DESCRIPTION OF PERMANENT UTILITY EASEMENT

A 10 foot wide permanent utility easement being a part of lands now owned by First Choice Home Supply, Inc., described in a Warranty Deed dated October 1, 1998 and recorded October 6, 1998 as Document Number 98078928 in the Office of the Recorder of Lake County, Indiana; said easement described as follows:

The North 10.00 feet of Lot 1, Block 3 in Gross Park Addition to Gary as per plat thereof recorded in Plat Book 20, page 59, in the Office of the Recorder of Lake County, Indiana; said easement containing 1261 square feet and subject to all existing easements and rights-of-way.

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

A temporary easement 10 feet in uniform width located immediately South of and coincident with the South line of the above-described 10 foot permanent easement; said temporary easement to be extended or shortened to end in the West and East lines of said lot.

