

STATE OF INDIANA
LAKE COUNTY
EASEMENT AGREEMENT FOR RECORD

2000 015238

2000 MAR 3 AM 9:00

This **EASEMENT AGREEMENT** is made and entered into this 29th day of

MORRIS W. CARTER
RECORDER

February, 2000, by and between **DAVID J. WILCOX, as Trustee of the J. BACKE**

TRUST, (hereinafter referred to as "Grantor"), and **PEOPLE'S BANK, S.B. as Trustee of Trust #10256**, (hereinafter 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:

The South 40 Feet of the East 1/2 of the Southeast 1/4 of Section 27,
Township 35 North, Range 9 West of the Second Principal Meridian,
in Lake County, Indiana.

And also:

The North 40 Feet of the East 1/2 of the Northeast Quarter of Section
34, Township 35 North, Range 9 West of the Second Principal
Meridian, in Lake County, Indiana.

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:

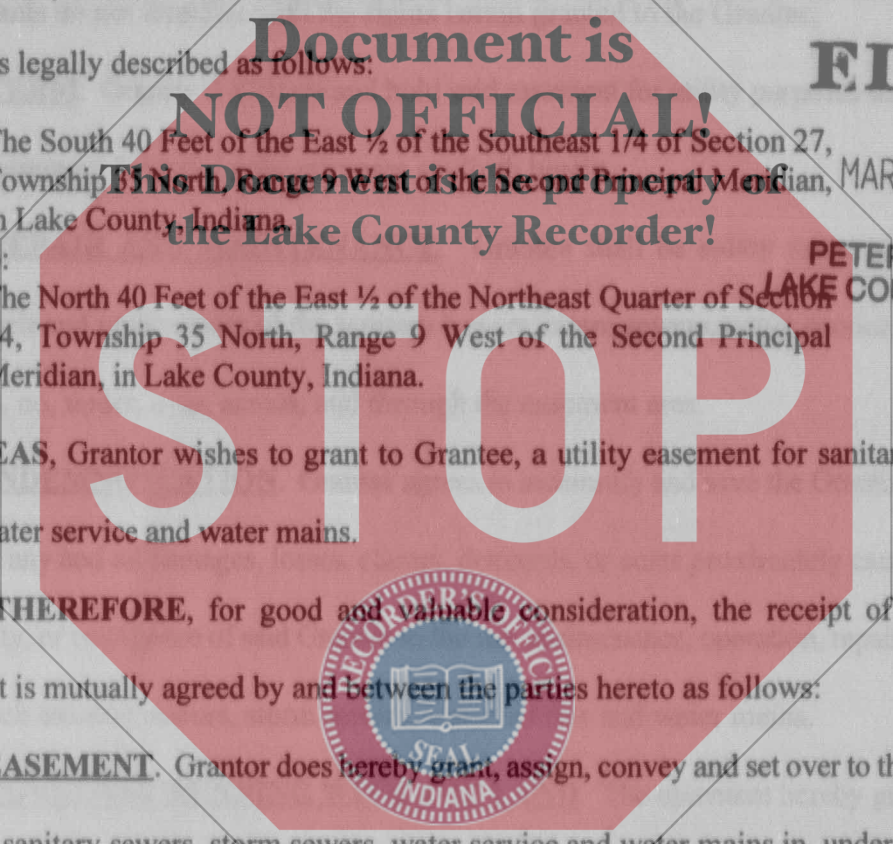
1. **EASEMENT**. Grantor does hereby grant, assign, convey and set over to the Grantee
an easement for sanitary sewers, storm sewers, water service and water mains in, under, over and
across the following legally described real estate:

The South 40 Feet of the East 1/2 of the Southeast 1/4 of Section 27,
Township 35 North, Range 9 West of the Second Principal Meridian,
in Lake County, Indiana.

And also:

The North 40 Feet of the East 1/2 of the Northeast Quarter of Section
34, Township 35 North, Range 9 West of the Second Principal
Meridian, in Lake County, Indiana.

2. **USES**. Grantee is granted a perpetual easement for the installation, construction and

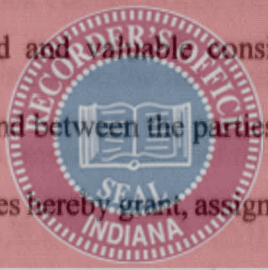


FILED

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PETER BENJAMIN
LAKE COUNTY AUDITOR

TICOR TITLE INSURANCE
107 North Main Street
Oshtemo Park, Indiana 46507



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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 and water mains installed in said easement.

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 service and 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, storm sewers, water service and water mains.

7. **COVENANT RUNNING WITH THE LAND.** The easement hereby granted, the restrictions herein imposed, and the agreements herein contained shall be an easement, restriction and covenant 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.

8. **INCORPORATED INTO AGREEMENT** The Easement hereby granted is made for the purposes set forth, and subject to the terms and conditions specified therein, of a certain Agreement entered into by and between the Grantor and Grantee, dated February 22nd, 2000 which

Easement is incorporated into said Agreement by reference.

IN WITNESS WHEREOF, the parties have duly executed this Utility Easement Agreement the day and year appearing beneath the signatures of the respective parties.

GRANTOR:

[Signature]
DAVID J. WILCOX, Trustee of the J. Backe Trust

GRANTEE:

PEOPLE'S BANK, S.B. as Trustee of Trust #10256

By: SEE ATTACHED
Trust Officer

Document is
NOT OFFICIAL!

STATE OF INDIANA)
COUNTY OF LAKE)

This Document is the property of the Lake County Recorder!

Before me, the undersigned, a Notary Public in and for said County and State, on this 29th day of February, 2000, personally appeared DAVID J. WILCOX as Trustee of J. Backe Trust, 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 29th day of February, 2000.

My commission expires: 7-1-01
County of Residence: Lake

[Signature]
Notary Public
Hazel J. Gardin

STATE OF INDIANA)
COUNTY OF LAKE)



Before me, the undersigned, a Notary Public in and for said County and State, on this ___ day of ___, 2000, personally appeared ___, Trust Officer of PEOPLE'S BANK, S.B. as Trustee of Trust #10256 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 ___ day of ___, 2000.

My commission expires: _____
County of Residence: Lake

Notary Public

This instrument prepared by:

James L. Wieser, Esq. Attorney No: 1232-45
Wieser & Sterba
425 West Lincoln Highway
Scherville, Indiana 46375
Phone: (219) 865-7400

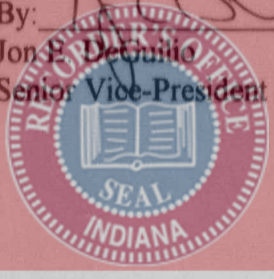
Attachment to Easement Agreement for Land Trust #10256.

THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 26th day of October A.D. 1998, creating Trust No. 10256; 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 and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the trustee, individually or for the purpose of binding it personally, but this instrument is executed and delivered by Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank as trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank, on account hereof, or on account of any covenant, undertaking, representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby 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 will be construed as creating any liability on said Trustee, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law ("RPTL") as amended from time to time or any other federal, state or local law, rule or regulation. Said Trustee, personally, is not a "Transferor" or "Transferee" under RPTL and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee 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. IN WITNESS WHEREOF, Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank has caused its name to be signed to these presents by its Senior Vice-President and Trust Officer and attested by its Administrative Secretary the day and year first above written.

Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank as Trustee aforesaid and not personally,

By: [Signature]
Jon E. DeGuilio
Senior Vice-President and Trust Officer

ATTEST:
By: [Signature]
Audrey Tredway
Administrative Secretary



State of Indiana)

) SS:

County of Lake)

I, Joyce M. Barr a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Jon E. DeGuilio and Audrey Tredway of PEOPLES BANK SB an Indiana Corporation, f/k/a Peoples Bank, A Federal Savings Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice-President and Trust Officer and Administrative Secretary, respectively, appeared before me 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 the said Indiana Corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of February, 2000.

My Commission Expires:

03/18/08

[Signature]
Notary Public Signature - Joyce M. Barr
Resident of Lake County

