

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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**FILED**

MORTGAGE CENTER  
RECORDED

MAR 16 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, Helen Poulos, John Batalis, Andrew Batalis and Bessie Pavlopoulos ("Grantors") hereby grants unto INDIANA-AMERICAN WATER COMPANY, an Indiana corporation, 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, 2001.

Grantors reserve 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 Grantors 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 Grantors 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 Grantors on lands of the Grantors 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

↓  
Hodges & Davis  
8700 Broadway  
Merrillville, In 46710

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01165  
CK# 8134

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.

Grantors hereby (i) covenants that Grantors are the owners in fee simple of the Easement Area and are lawfully seized thereof, (ii) covenants that Grantors have 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 Grantors will warrant and defend the title to said easement against all lawful claims.

To the best of Grantors' 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.

Grantors 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 Grantors or Grantee.

IN WITNESS WHEREOF, the Grantors have duly executed this instrument this 15 day of MARCH ~~1999~~ 2000

**CROSS-REFERENCE.** In accordance with Ind. Code § 32-5-2-2 (a), the easement described herein burdens real estate acquired by the Grantors by Warranty Deed dated September 12, 1974, and recorded in the Office of the Recorder of Lake County, Indiana, as Document No. 271888 on October 9, 1974.

**[SIGNATURES FOLLOW ON NEXT PAGE]**

This instrument prepared by: Edward J. Nickels, P.E.  
with offices at: Indiana-American Water Company  
650 Madison Street, P.O. Box M-486  
Gary, Indiana 46401-0486

John P Batalis  
John Batalis

STATE OF INDIANA )

COUNTY OF LAKE )

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the Lake County Recorder!

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Batalis, who having been duly sworn upon his oath acknowledged the execution of the foregoing Utility Easement.

Witness my hand and Notarial Seal this 15 day of MARCH, 2000

Clyde D. Compton, Notary Public  
residing in Porter County,  
Indiana

My Commission Expires:

11/7/01



Helen Poulos  
Helen Poulos

STATE OF INDIANA

COUNTY OF LAKE

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Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Helen Poulos, who having been duly sworn upon his oath acknowledged the execution of the foregoing Utility Easement.

Witness my hand and Notarial Seal this 15 day of MARCH 2000.

Clyde D. Compton, Notary Public  
residing in Porter County,  
Indiana

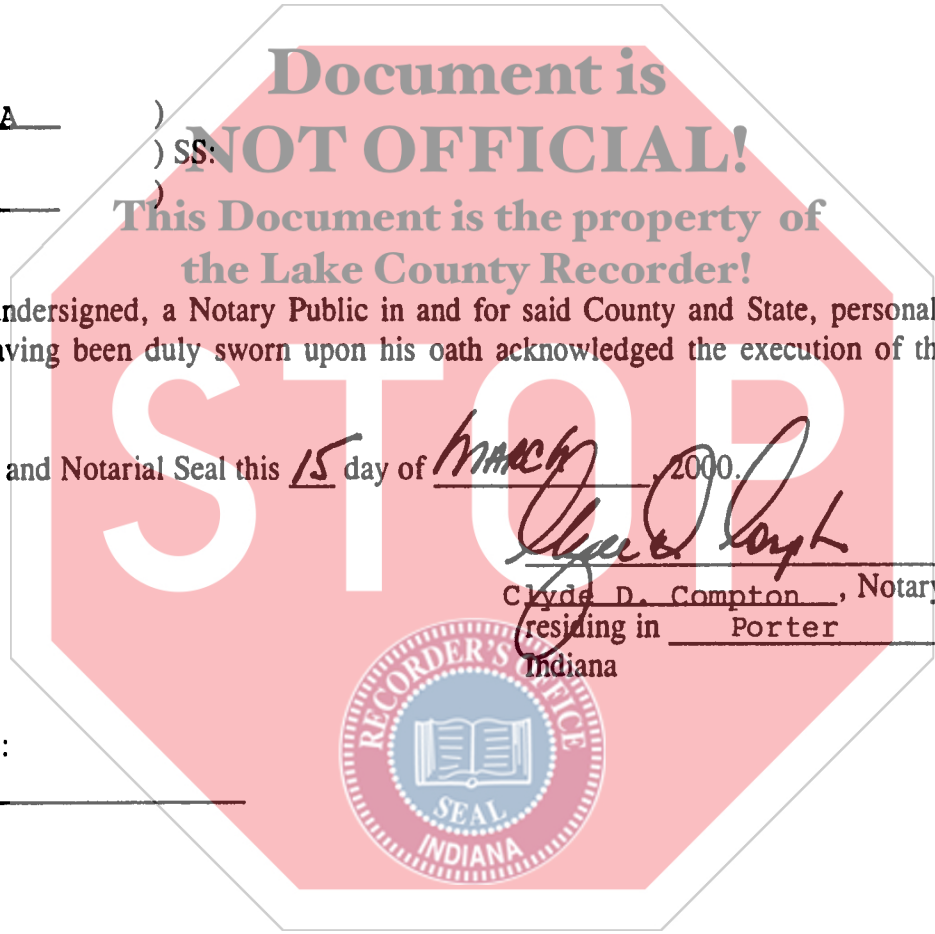
My Commission Expires:

11/7/01



Andrew Batalis  
Andrew Batalis

STATE OF INDIANA  
COUNTY OF LAKE



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the Lake County Recorder!

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Andrew Batalis, who having been duly sworn upon his oath acknowledged the execution of the foregoing Utility Easement.

Witness my hand and Notarial Seal this 15 day of MARCH, 2000.  
Clyde D. Compton, Notary Public  
residing in Porter County,  
Indiana

My Commission Expires:  
11/7/01

Bessie Pavlopoulos  
Bessie Pavlopoulos

STATE OF INDIANA

COUNTY OF LAKE

)  
) SS: **Document is NOT OFFICIAL!**

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Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bessie Pavlopoulos, who having been duly sworn upon his oath acknowledged the execution of the foregoing Utility Easement.

Witness my hand and Notarial Seal this 15 day of MARCH, 2000.

Clyde D. Compton, Notary Public  
residing in Porter County,  
Indiana

My Commission Expires:

11/7/01



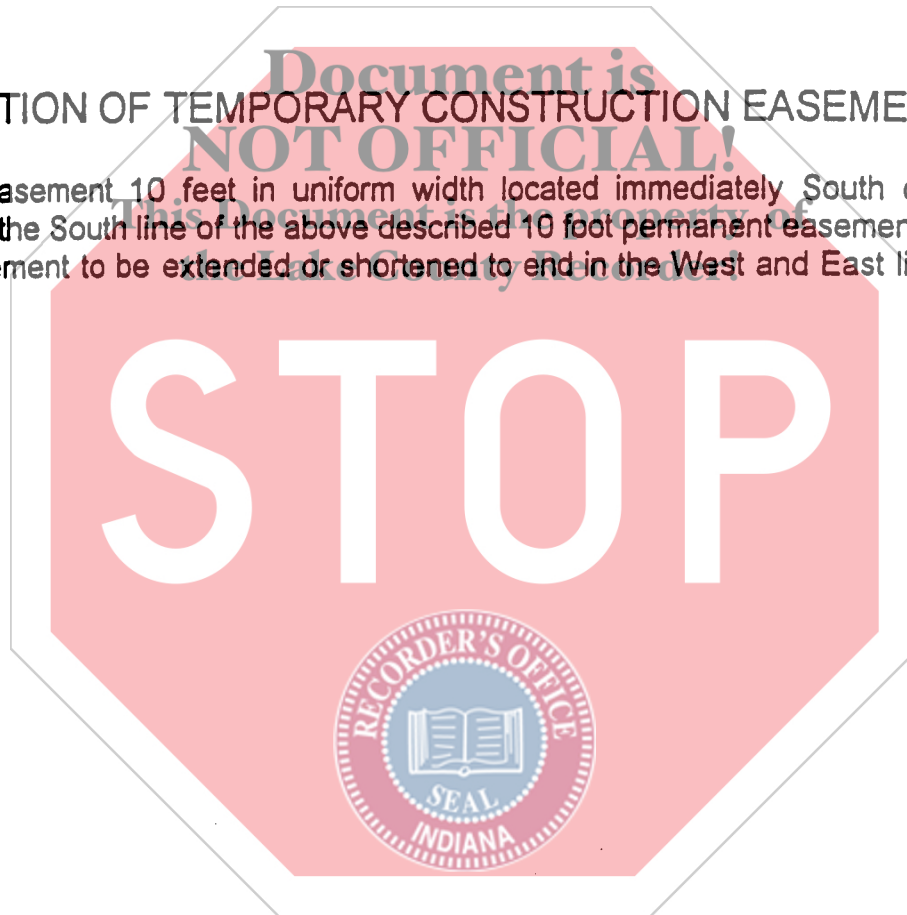
## DESCRIPTION OF PERMANENT UTILITY EASEMENT

A 10 foot wide permanent utility easement being a part of lands owned by Peter J. Batalis described in a Warranty Deed dated 09/12/1974 and recorded 10/09/1974 as Document Number 271888 in the Office of the Recorder of Lake County, Indiana; said easement described as follows:

The North 10.00 feet of Lot 25, Block 1 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 1211 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.



Dated this 26th day of May, 1999

Prepared by:  
Bonar Group  
158 S. Napoleon Street, Suite 100  
Valparaiso, Indiana 46383-5582  
219-462-1158