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**FILED**

MAR 16 2000

UTILITY EASEMENT

PETER BENJAMIN  
LAKE COUNTY AUDITOR

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are here by acknowledged, Unity A.M.E Zion Church, an Indiana nonprofit Corporation, ("Grantor(s)") hereby grant(s) unto NORTHWEST INDIANA 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, 2000.

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K# 15-17-29

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.

TICOR TITLE INSURANCE  
Crown Point, Indiana

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 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

Return. Indiana - American Water Company Inc.  
650 Madison St. P.O. Box 11-486  
Any, IN 46401-0486

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E.P.  
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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.

IN WITNESS WHEREOF, the Grantor has duly executed this instrument this 19th day of November 1999.

**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 February 19, 1998, and recorded in the Office of the Recorder of Lake County, Indiana, as Document No. 98012804 on February 24, 1998.

[SIGNATURES FOLLOW ON NEXT PAGE]

Unity A.M.E. Zion Church  
an Indiana nonprofit corporation

David I. Neville, Jr.  
Signature

David I. Neville, Jr.  
Printed

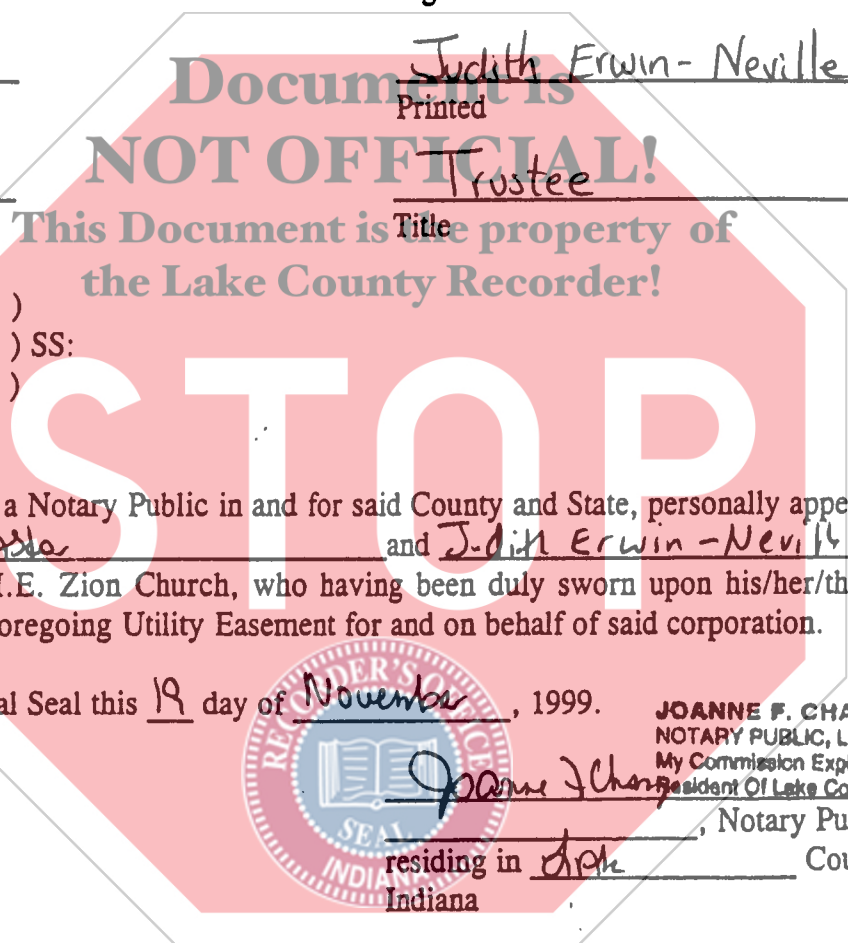
Pastor  
Title

STATE OF Indiana  
COUNTY OF Lake

Judith Erwin-Neville  
Signature

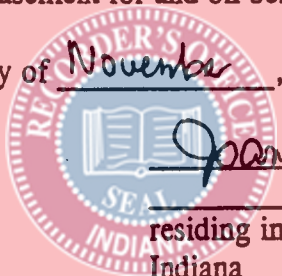
Judith Erwin-Neville  
Printed

Trustee  
Title



Before me, the undersigned, a Notary Public in and for said County and State, personally appeared David I. Neville, Jr. as Pastor and Judith Erwin-Neville as Trustee of Unity A.M.E. Zion Church, 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 19 day of November, 1999.



**JOANNE F. CHANG**  
NOTARY PUBLIC, Lake County, Indiana  
My Commission Expires March 25, 2000  
Resident Of Lake County, Indiana

Joanne F. Chang, Notary Public  
residing in Lake County,  
Indiana

My Commission Expires:  
March 25, 2000

This instrument prepared by: Craig Hendrix, P.E.

with offices at: Northwest Indiana Water Company  
650 Madison Street  
Gary, Indiana 46401-0486

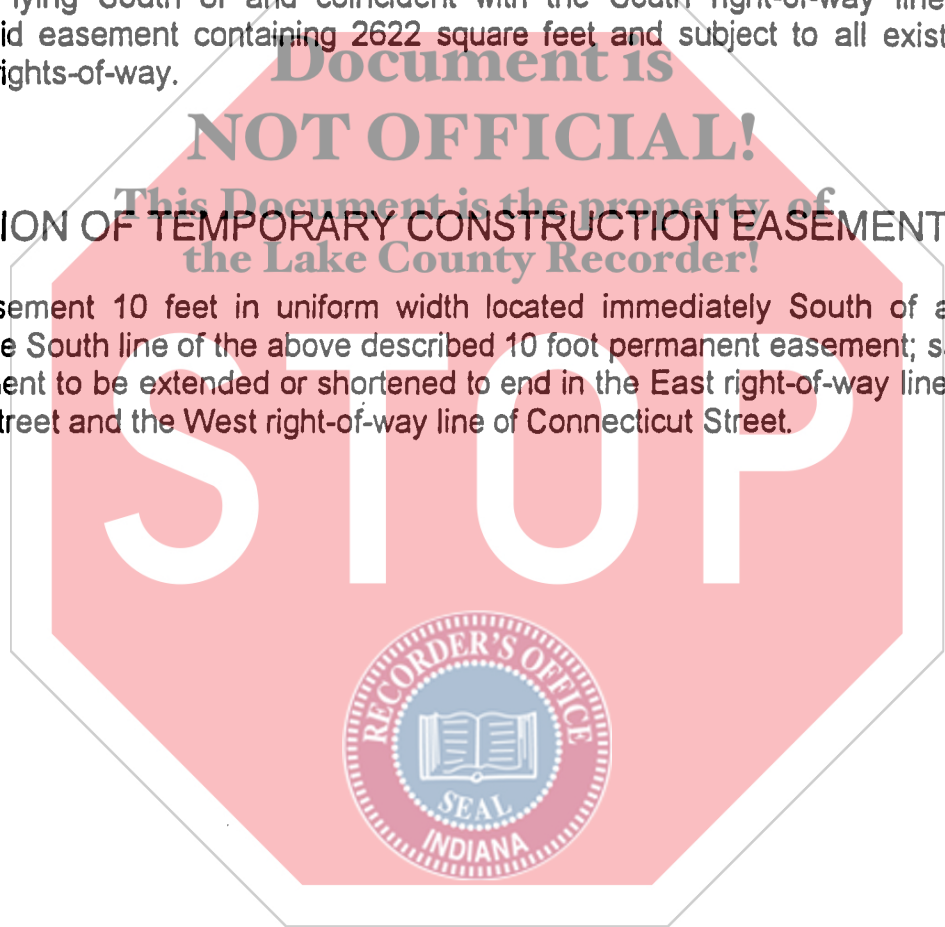
## DESCRIPTION OF PERMANENT UTILITY EASEMENT

A 10 foot wide permanent utility easement being a part of lands now owned by Unity A M E Zion Church described in a Warranty Deed dated 02/19/1998 and recorded 02/24/1998 as Document Number 98012804 in the Office of the Recorder of Lake County, Indiana; said easement described as follows:

The North 10.00 feet of the vacated Block 2 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 Block vacated per Lake County Commissioner's Court, Commissioner's Record 56, page 230, and in Cause No. 33142, Circuit Court; said 10 foot permanent utility easement lying South of and coincident with the South right-of-way line of 57th Avenue; said easement containing 2622 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 East right-of-way line of Massachusetts Street and the West right-of-way line of Connecticut Street.



Dated this 26th day of May, 1999

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

Resolution Language for Utility Easement

The undersigned David I. Neville, Jr. and Judith Erwin-Neville executing this Utility Easement Agreement on behalf of the Unity A.M.E. Zion Church, an Indiana nonprofit corporation, represents that they are duly elected officers of said corporation and have been fully empowered, by proper resolution of the Board of Directors of said corporation, to execute and deliver this Utility Easement Agreement; that David I. Neville, Jr. and Judith Erwin-Neville 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.

