

(4)

STATE OF INDIANA
LAKE COUNTY
FILED

UTILITY EASEMENT AGREEMENT

2000 020843

2000/12/28, 11:00

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ST. MARY MEDICAL CENTER, INC., an Indiana nonprofit corporation ("Grantor"), hereby grants unto INDIANA-AMERICAN WATER COMPANY, INC., an Indiana corporation, and its successors and assigns ("Grantee"): the perpetual and non-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 1" attached hereto and incorporated herein.

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 the Easement Area which would result in less than five (5) feet of earth over the Facilities without Grantee's written approval.

~~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, or to the fence 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.

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MAR 27 2000

PETER BENJAMIN
LAKE COUNTY AUDITOR

2015

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T.

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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 is(are) lawfully seized thereof, (ii) covenants that Grantor has the right to grant and convey the easements herein, (iii) guarantees the quiet possession thereof and that the Easement Area is free from all encumbrances except for the lien for real property taxes not delinquent, and (iv) covenants that the Grantor will warrant and defend the title to said easements 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 and Grantee.

IN WITNESS WHEREOF, the Grantor has duly executed this instrument effective as of the 23RD day of March, 2000.

ST. MARY MEDICAL CENTER, INC.,
an Indiana nonprofit corporation

By: *M. J. ...*
(Signature)

M. J. ...
(Printed Name)

Its: *CEO / Pres*
(Title)

NOTARY'S CERTIFICATE
FOR OWNERS

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Personally appeared before me, this day, MILTON TRIANA,
known to me to be the PRES/CEO of ST. MARY MEDIAL CENTER,
INC., an Indiana nonprofit corporation, who upon oath acknowledged
the execution of the above instrument to be his/her voluntary act
and deed and who swore to the truth of the statements therein.

WITNESS my hand and notarial seal this 23rd day of March,
2000.

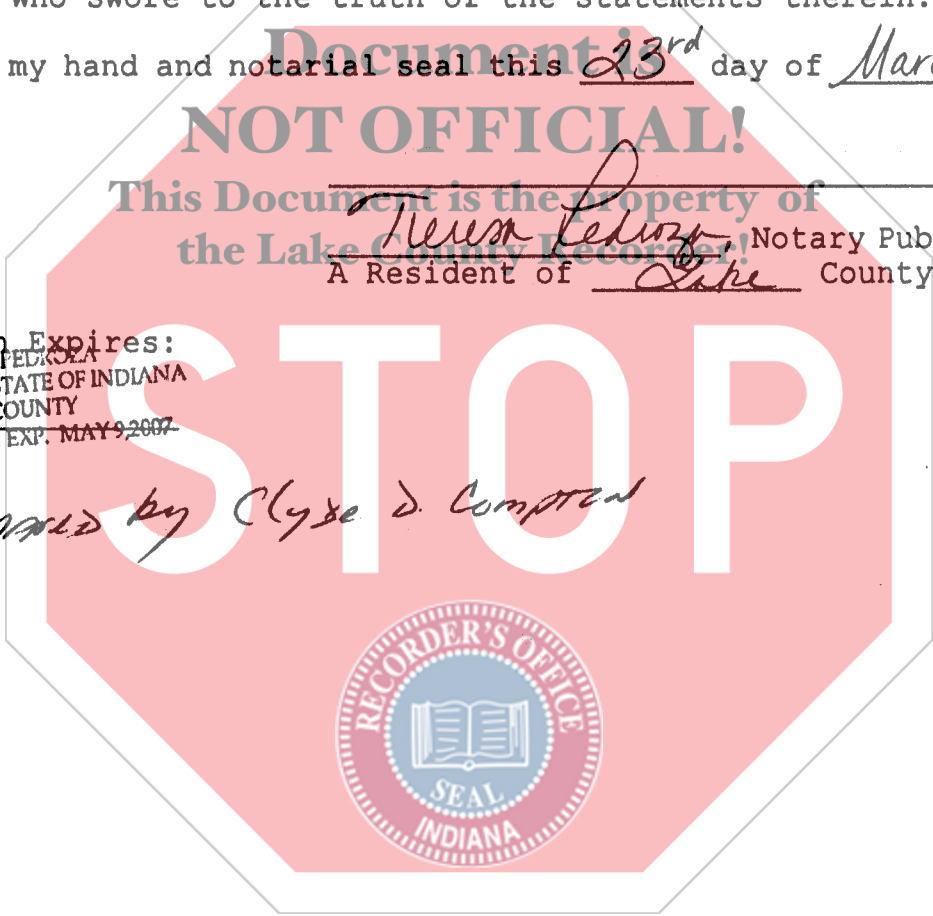
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This Document is the property of
Teresa Pedzola, Notary Public
A Resident of Lake County

My Commission Expires:
~~TERESA PEDZOLA~~
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
~~MY COMMISSION EXP. MAY 9 2007~~

27746

Prepared by Clyde D. Compton



94-10
03/03/2000

DESCRIPTION OF 40' UTILITY EASEMENT

A parcel of land in the Northeast Quarter of Section 6, Township 35 North, Range 7 West of the Second Principal Meridian in the City of Hobart, Lake County, Indiana, and being a part of lands owned by St. Mary Medical Center, Inc. as described in a Corporate Warranty Deed dated 10/08/1997 and recorded 11/14/1997 as Document Number 97078326 in the Office of the Recorder of Lake County, Indiana; said parcel described as follows:

Commencing at a railroad spike located at the Southeast corner of the Northeast Quarter of said Section 6; thence N 85°50'00" W along the South line of said Northeast Quarter 1322.08 feet to a railroad spike located at the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 6, said point being the POINT OF BEGINNING; thence N 00°10'17" W along the West line of said Quarter Quarter Section 129.49 feet to a 5/8" diameter by 30" long rered with PTGR/Bonar Group identification cap and said point being 200.00 feet South of the North line of the South 10 acres of said Quarter Quarter Section; thence S 85°50'00" E parallel with said North line 40.11 feet to a 5/8" diameter by 30" long rered with PTGR/Bonar Group identification cap which is 40.00 feet East of said West line as measured perpendicular to said West line; thence S 00°10'17" E parallel with said West line 129.49 feet to a 5/8" diameter by 30" long rered with PTGR/Bonar Group identification cap on the South line of said Quarter Quarter Section; thence N 85°50'00" W along said South line 40.11 feet to the point of beginning.



Dated this 3rd day of March, 2000

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

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"Exhibit 1"