

2000 021564

STATE OF INDIANA
STATE OF INDIANA
LAKE COUNTY
FILED
2000 MAR 29 11:11
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UTILITY EASEMENT

FILED

MAR 29 2000

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 hereby acknowledged, Big Sky Park L.L.C.
Indiana American Water Co., Inc.

("Grantor") hereby grants unto ~~NORTHWEST INDIANA WATER COMPANY~~, an Indiana corporation, and its successors and assigns ("Grantee"), 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 (the "Easement Area").

the Lake County Recorder!

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.

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.

INDIANA-AMERICAN WATER COMPANY, INC.
650 MADISON STREET
GARY, INDIANA 46401

02251

16.00
PR
CASH

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.

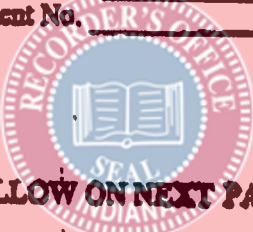
Grantor shall comply with applicable codes when making use of the land near the Grantee's Facilities.

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 13 day of MARCH 19 2000

CROSS-REFERENCE. In accordance with Ind. Code § 32-5-2-2 (a), the easement described herein burdens real estate acquired by the Grantor by deed dated 19, and recorded in the Office of the Recorder of County, Indiana, in Deed Book , Page as Instrument No. on 19 .

[SIGNATURES FOLLOW ON NEXT PAGE]



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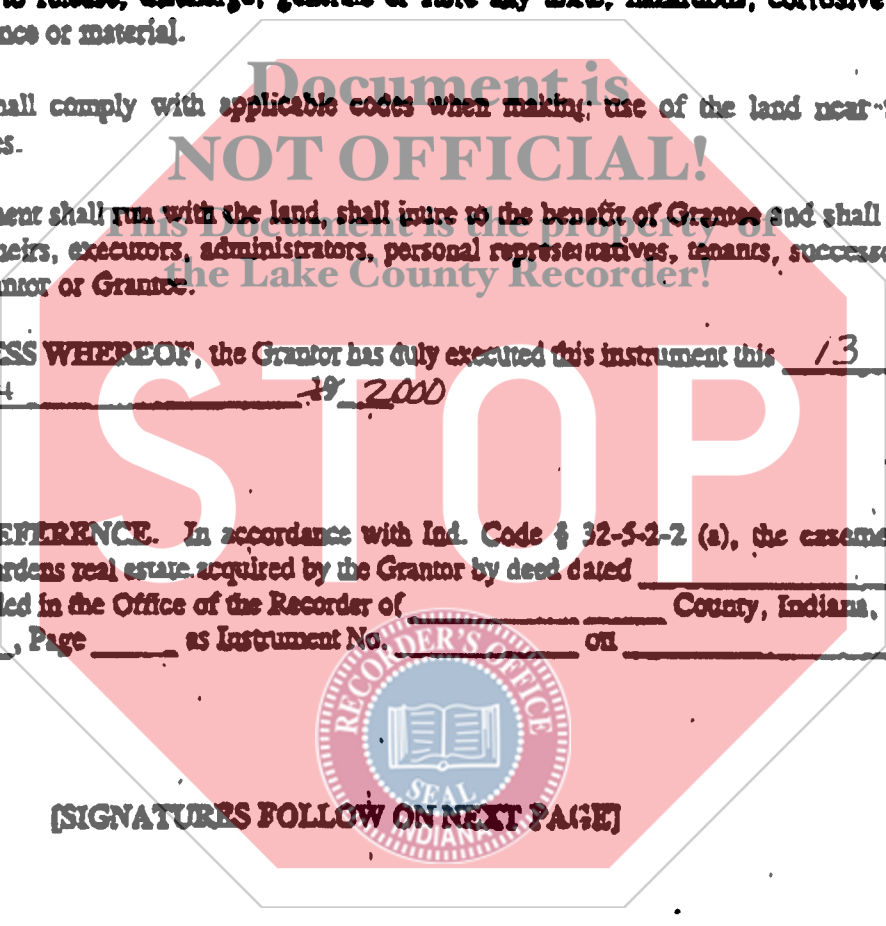
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[SIGNATURES FOLLOW ON NEXT PAGE]



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[SIGNATURES FOLLOW ON NEXT PAGE]

.....
(Corporate Owner)
.....

_____ s(p) _____ corporation

(Signature) [Handwritten Signature]

(Printed Name) DENNIS TILKS

(Title) Secretary

STATE OF IL, ss: COOK
COUNTY OF COOK

Before me, a Notary Public in and for said County and State, personally appeared

Dennis Tilks as Secretary of

Big Sky Park, who having been duly sworn upon his/her oath acknowledged the execution of the foregoing easement and right-of-way for and on behalf of the said corporation.

Witness my hand and Notarial Seal this 24 day of March, 2000

(Signature) [Handwritten Signature]

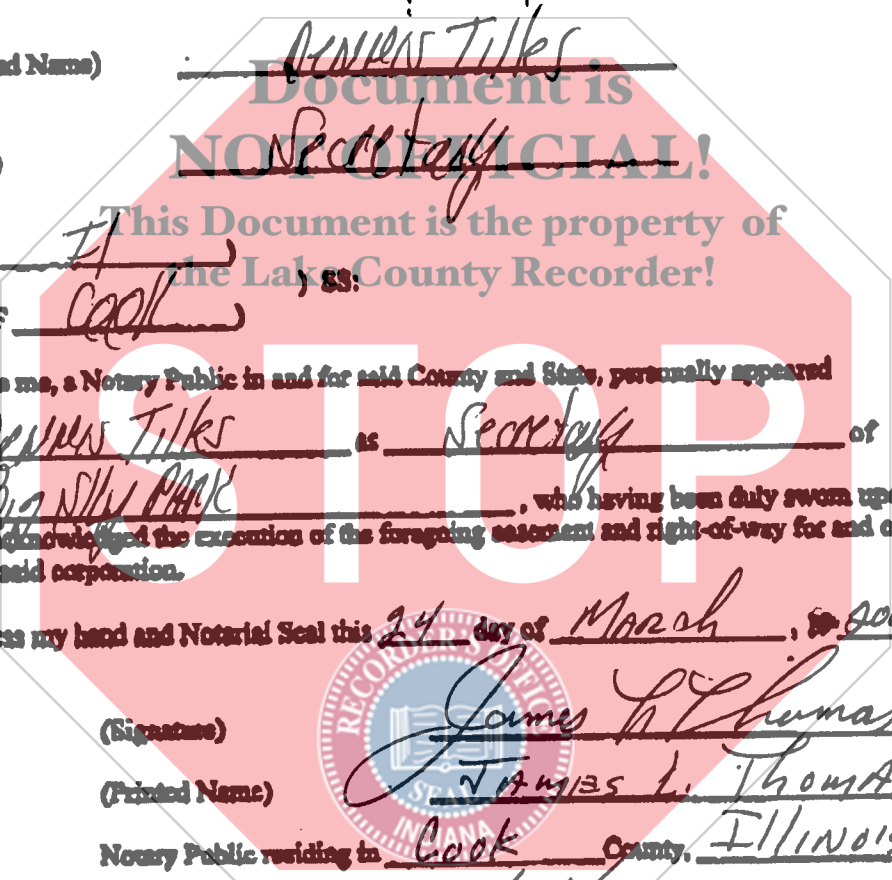
(Printed Name) JAMES L. THOMAS

Notary Public residing in COOK County, ILLINOIS.

My Commission Expires: 3/20/2003

This instrument prepared by: _____

with offices at: _____



.....
(Corporate Owner)
.....

_____ (s) _____ corporation

(Signature) *[Handwritten Signature]*

(Printed Name) DENNIS TILKS

(Title) Secretary

STATE OF IL)
COUNTY OF COOK) ss: This Document is the property of the Lake County Recorder!

Before me, a Notary Public in and for said County and State, personally appeared

Dennis Tilks as Secretary of

Big Sky Park, who having been duly sworn upon his/her oath acknowledged the execution of the foregoing easement and right-of-way for and on behalf of the said corporation.

Witness my hand and Notarial Seal this 24 day of March, 2000

(Signature) *[Handwritten Signature]*

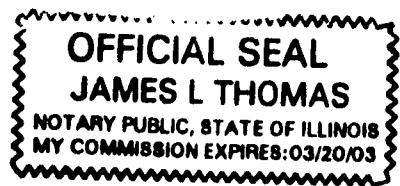
(Printed Name) JAMES L. THOMAS

Notary Public residing in Cook County, ILLINOIS.

My Commission Expires: 3/20/2003

This instrument prepared by: _____

with offices at: _____



.....
(Corporate Owner)
.....

_____ a(n) _____ corporation

(Signature) *[Handwritten Signature]*

(Printed Name) Devin Tills

(Title) Secretary

STATE OF IL, ss:
COUNTY OF Cook

Before me, a Notary Public in and for said County and State, personally appeared

Devin Tills as Secretary of

BRANDY PARK, who having been duly sworn upon his/her oath acknowledged the execution of the foregoing instrument and right-of-way for and on behalf of the said corporation.

Witness my hand and Notarial Seal this 24 day of March, 2000

(Signature) *[Handwritten Signature]*

(Printed Name) JAMES L. THOMAS

Notary Public residing in Cook County, ILLINOIS.

My Commission Expires: 3/20/2003

This instrument prepared by: _____

with offices at: _____



PLAT OF DESCRIPTION

NORTHWEST CORNER
S.W. 1/4, SEC. 25-35-8

NORTH LINE OF
S.W. 1/4, SEC. 25-35-8

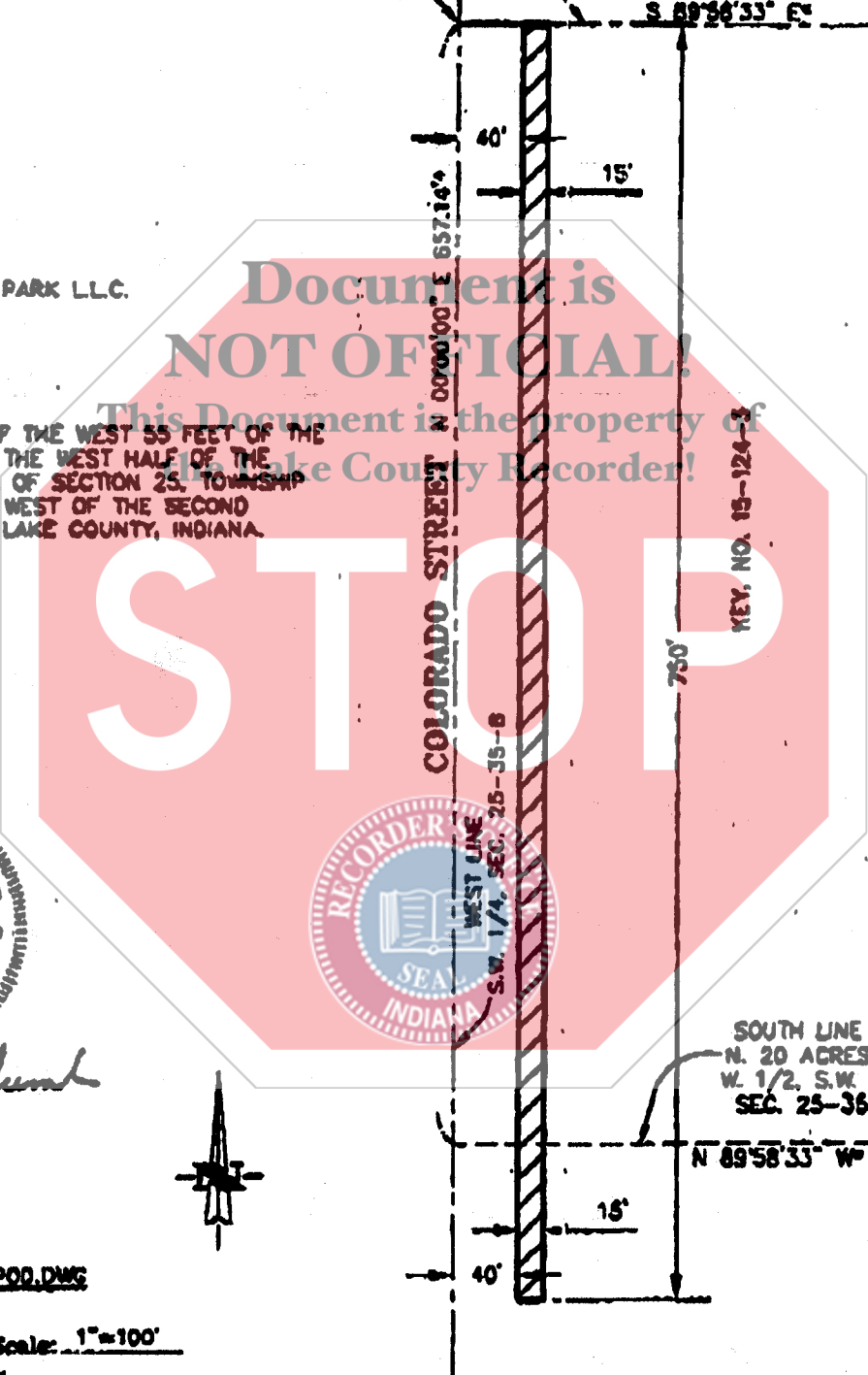
S 89°54'33" E

GRANTORS: BIG SKY PARK L.L.C.

KEY NO. 15-124-3

LEGAL DESCRIPTION

THE EAST 15 FEET OF THE WEST 55 FEET OF THE
NORTH 750 FEET OF THE WEST HALF OF THE
SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP
35 NORTH, RANGE 8 WEST OF THE SECOND
PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA.



Document is NOT OFFICIAL!

This Document is the property of Lake County Recorder!



Donald L. Plumb



Job No.: S99551
 Drawn By: G.B.
 File Name: /1999/551/POD.DWG
 Date: 10/13/99
 Sec.: 25-35-8 Scale: 1"=100'

**Plumb
Tuckett
& Associates**

120 East 90th Drive • Merrillville, IN 46410
 Phone: (219) 786-0865

• REFERENCE AN A.L.T.A./A.C.S.M. LAND TITLE SURVEY BY PLUMB, TUCKETT, AND ASSOCIATES INC., DATED APRIL 16, 1999, JOB. NO. S99450.