

STATE OF INDIANA
LAKE COUNTY
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2000 APR 10 PM 3:00

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LAKE COUNTY, INDIANA 2000 024491

PERMANENT UTILITY EASEMENT

PETER BENJAMIN
LAKE COUNTY AUDITOR

The undersigned owner, Likas Limited, Inc., in consideration of \$1.00 and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grant to Twin Lakes Utilities, Inc., a perpetual right-of-way easement in, upon, under and across the land hereafter specifically described for the purpose of ingress and egress for installation and maintenance of a sanitary sewer forcemain upon the premises described, and for no other purposes except by granted authority from said owner.

Subject to the rights of Twin Lakes Utilities, Inc., the grantors herein shall have the right to cultivate, use and occupy the land except that no structure or object, permanent or temporary, shall be erected on hereinafter described easement and that no digging or excavating shall be done along said easement that would in any way interfere with said right-of-way.

15-Foot Permanent Utility Easement Description

That part of the Northwest Quarter of the Northwest Quarter of Section 16, Township 34 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana, and in particular, a 15.0 foot strip of uniform width described herein: Commencing at the Northwest corner of the Northwest Quarter of said Section 16; thence South 00 degrees, 04 minutes, 12 seconds West 835.45 feet along the West line of the Northwest Quarter of said Section 16; thence South 00 degrees, 04 minutes, 12 seconds West 499.95 feet; thence South 89 degrees, 29 minutes, 22 seconds East 35.00 feet; thence North 00 degrees, 04 minutes, 12 seconds East 499.91 feet; thence North 89 degrees, 25 minutes, 21 seconds West 35.00 feet to the point of beginning (except the West 20.0 feet thereof previously reserved for Randolph Street).

During Construction:

1. The integrity of private property surrounding the construction area will be maintained.
2. Roads and private driveways will be kept open at the close of each working day.

↓
MARRIN YOUNT
9201 E. 123RD AVENUE
CROWN POINT, IN 46307

[Handwritten Signature]

14.00
E.P.
CS
00529

After Construction:

1. All fences, roads and improvements will be repaired and restored to the original condition existing prior to beginning construction.
2. Debris, brush, rocks, stumps and dirt generated during construction will be removed from the site.
3. Topsoil will be replaced, fine-graded, seeded, and restored to its original state of usefulness, in the disturbed easement area.
4. For a period of one year after completion of restoration trench surfaces will be maintained in a safe condition and restored to the original grade as necessary.

Liability:

to acceptance of this grant of easement, Twin Lakes Utilities, Inc., and their assigns shall be held harmless from any and all lawsuits and claims which may in any way result from any occurrence as result of said Twin Lakes Utilities, Inc., their assigns, employees or their contractors operating in or adjacent to the area covered by the easement aforesaid.

stipulations:

None

It is covenanted and agreed between the grantor and grantees as follows:

1. The grantor shall have and retain all rights to the use and occupation of said real estate, except as herein expressly granted and provided and such use and occupation by the grantor shall not be unnecessarily interfered with by any construction work performed under this grant.
2. The grantor covenants and agrees that the grantor will not in any manner disturb, damage, destroy, injure or obstruct said sanitary sewer force main, with said grantees, their contractors or sub-contractors or with the agents or employees of them or either of them, in the exercise of any rights, privileges, or authorities hereby given and granted.
3. The grantees shall signify their acceptance of this grant and easement by the recording thereof.



4. This indenture and covenants and agreements herein contained shall run with the land and shall be binding upon the grantees, lessees, successors, heirs, devisees and assigns, and any, either or all of the same, of the parties hereto and shall be in full force and effect when accepted by the grantees in the manner herein provided.

SIGNED, SEALED AND DELIVERED this 4 day of April, 2000.

[Signature] President LIKAS (INC) (SEAL)

STEVE LIKAS President LIKAS LIMITED (SEAL)

Document is NOT OFFICIAL!

COUNTY OF LAKE) This Document is the property of
) SS the Lake County Recorder!
STATE OF INDIANA)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that STEVE LIKAS President, LIKAS LIMITED
INC.

personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he (they) signed, sealed, and delivered, said instrument as, his (their) free and voluntary act for uses and purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and official seal, this 4 day of April, 2000

[Signature]
Notary Public

Commission Expires: Oct 05, 2006
(SEAL)

After Construction:

1. All fences, roads and improvements will be repaired and restored to the original condition existing prior to beginning construction.
2. Debris, brush, rocks, stumps and dirt generated during construction will be removed from the site.
3. Topsoil will be replaced, fine-graded, seeded, and restored to its original state of usefulness, in the disturbed easement area.
4. For a period of one year after completion of restoration trench surfaces will be maintained in a safe condition and restored to the original grade as necessary.

Liability:

As a condition to acceptance of this grant of easement, Twin Lakes Utilities, Inc., and their assigns agree to hold the Grantors free and harmless from any and all lawsuits and claims, which may in any way result from any occurrence as result of said Twin Lakes Utilities, Inc., their assigns, employees or their contractors operating in or adjacent to the area covered by the easement aforesaid.

Stipulations:

None

It is covenanted and agreed between the grantor and grantees as follows:

1. The grantor shall have and retain all rights to the use and occupation of said real estate, except as herein expressly granted and provided and such use and occupation by the grantor shall not be unnecessarily interfered with by any construction work performed under this grant.
2. The grantor covenants and agrees that the grantor will not in any manner disturb, damage, destroy, injure or obstruct said sanitary sewer forcemain, or any part or the appurtenances thereof, and will not obstruct or interfere with said grantees, their contractors or sub-contractors or with the agents or employees of them or either of them, in the exercise of any rights, privileges, or authorities hereby given and granted.
3. The grantees shall signify their acceptance of this grant and easement by the recording thereof.

4. This indenture and covenants and agreements herein contained shall run with the land and shall be binding upon the grantees, lessees, successors, heirs, devisees and assigns, and any, either or all of the same, of the parties hereto and shall be in full force and effect when accepted by the grantees in the manner herein provided.

SIGNED, SEALED AND DELIVERED this 4 day of April, 2000.

[Signature] President LIKAS LTD. (SEAL)

STEVE LIKAS PRASIDENT LIKAS LIMITED (SEAL)
Document is NOT OFFICIAL!

COUNTY OF LAKE) This Document is the property of
) SS The Lake County Recorder!
STATE OF INDIANA)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that STEVE LIKAS PRASIDENT, LIKAS LIMITED
INC.

personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he (they) signed, sealed, and delivered, said instrument as, his (their) free and voluntary act for uses and purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and official seal, this 4 day of April, 2000

[Signature]
Notary Public

Commission Expires: Oct 06, 2006
(SEAL)