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EASEMENT AGREEMENT

Mercantile National Bank, as Trustee, under Land Trust Agreement No. 6622 ("Grantor"), in consideration of the sum of ten dollars (\$10.00) and other valuable consideration, receipt of which is acknowledged by the Grantor, grants to Town of Schererville ("Grantee") an easement for the provision of water and sanitary sewer service on, under and across the real estate set forth in Exhibit A, and in furtherance of that use, Grantee, shall have the following rights:

1. Ingress and egress;
2. To enter upon, construct, maintain, operate, repair, deepen, replace, renew and remove water and sanitary sewer services; and
3. To also install, construct, maintain, operate, repair, replace, renew and remove:
 - Underground pipes; and

Necessary appurtenances for those underground pipes, together with all rights and privileges necessary for the full enjoyment or use thereof (all of the above property and equipment shall be defined as "facilities" of the Grantee).

In order for Grantee to use the easement for the purpose described, Grantee shall have:

1. The reasonable right to trim, or control by herbicides, or at Grantee's option, to cut down or remove from the easement land any overhanging branches or undergrowth, or any trees of such heights, or to remove any underground root system which may, in the reasonable judgement of Grantee, endanger the safety of, or interfere with the use of any of Grantee's facilities.
- The reasonable right to clear and keep cleared such obstruction from the surface and subsurface of the easement land as may be necessary for the installation and maintenance of Grantee's facilities.
- The right to operate one or more line or lines for the provision of water and sanitary sewer service on, under and across the following described property;

Attached as Exhibit A.

Any underground facilities of the Grantee shall be at least 24" below the surface of the soil, as such surface now exists or as it exists when the facility is put in place, whichever is lower.

Grantor reserves the right to the use of the easement land not inconsistent with this Grant, but no building or structure shall be placed on the easement land by

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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OTRIS W. CARTER
RECORDER

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PETER BENJAMIN
LAKE COUNTY AUDITOR

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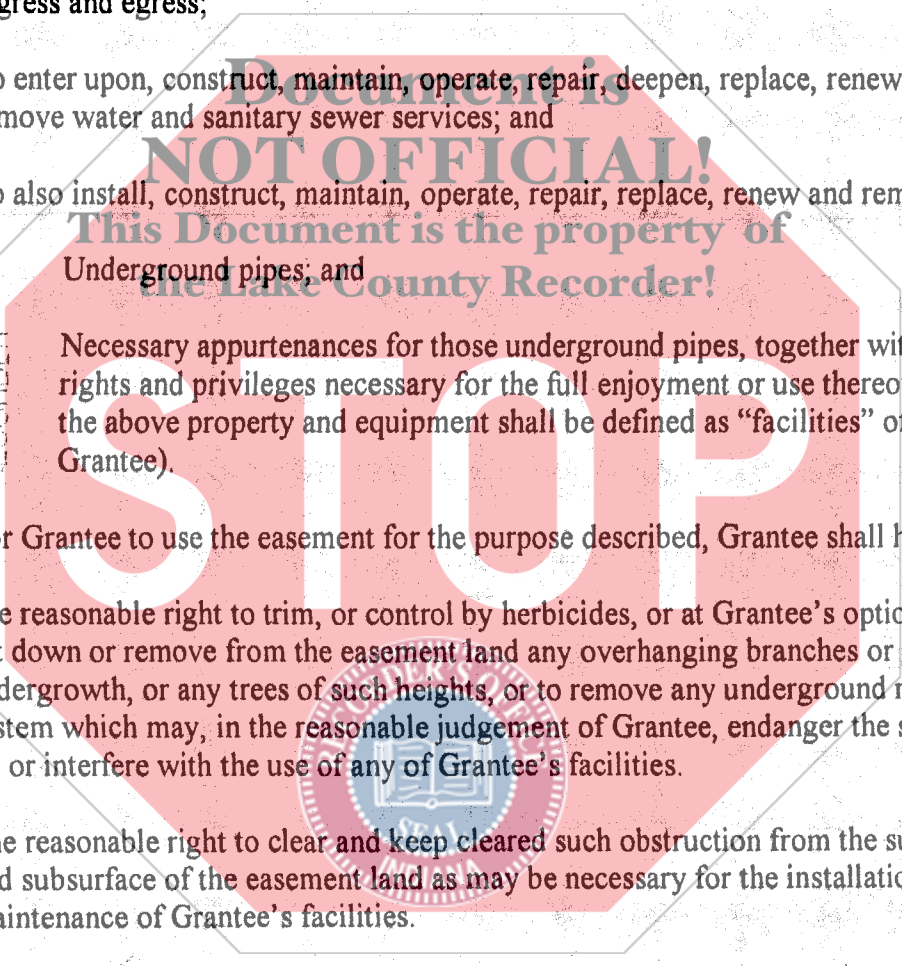
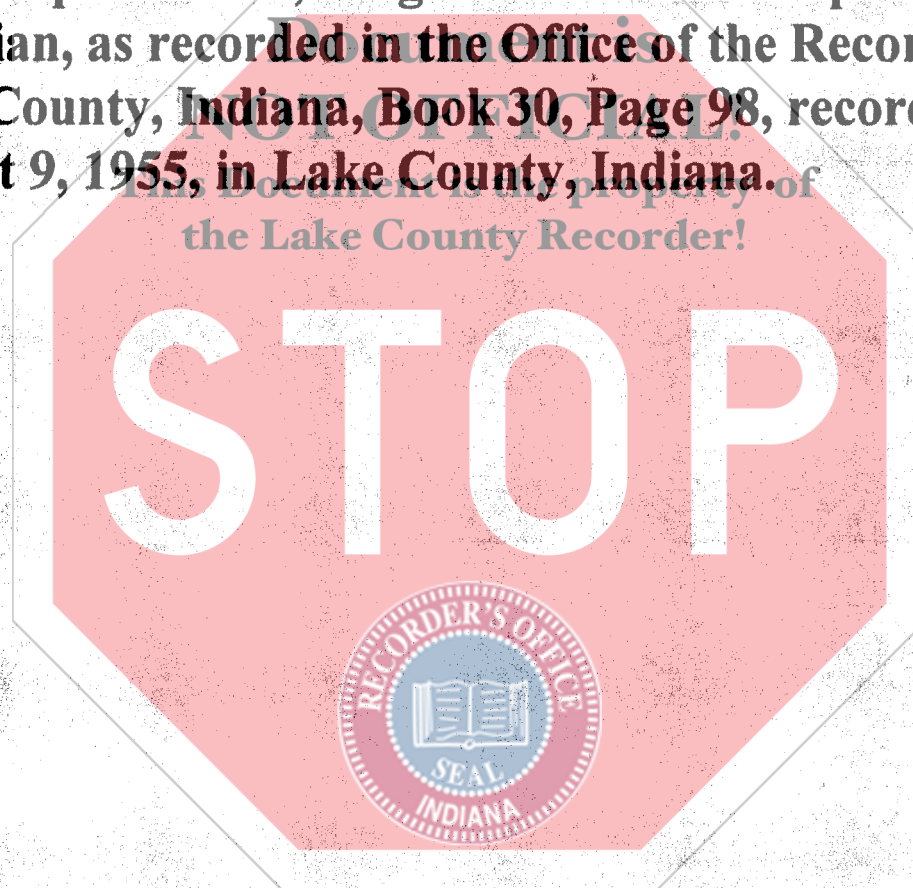


Exhibit A

The east 15.00 feet of lot 5 in Ahlborn's Scenic Addition, being a subdivision of the north 25 acres of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of section 20, Township 35 North, range 9 west of the 2nd principal meridian, as recorded in the Office of the Recorder, Lake County, Indiana, Book 30, Page 98, recorded August 9, 1955, in Lake County, Indiana.



This EASEMENT AGREEMENT is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated March 10, 1999, creating trust number 6622; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations, agreements and liabilities, herein made are made and are intended, not as personal covenants, undertakings, representations, agreements and liabilities, of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking, representation or agreement herein, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the "Act") as amended from time to time or any other federal, state or local law, rule or regulation. MERCANTILE NATIONAL BANK OF INDIANA, personally, is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein, the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

Furthermore, the information contained in this instrument has been furnished to the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by an Assistant Vice President and Trust Officer and attested by its Assistant Vice President and Trust Officer the day and year first above written.



MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE
AFORESAID AND NOT PERSONALLY

Jacquelyn M. Kohl
Jacquelyn M. Kohl, Assistant Vice President
& Trust Officer

ATTEST:

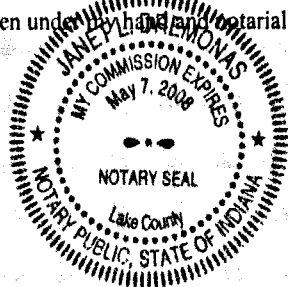
Kathryn Q. Dickason
Kathryn Q. Dickason, Assistant Vice President
and Trust Officer



STATE OF INDIANA, COUNTY OF LAKE) s,s,

Before me, a Notary Public in and for said County, in the State aforesaid, personally appeared before me, Jacquelyn M. Kohl, Assistant Vice President and Trust Officer, and Kathryn Q. Dickason, Assistant Vice President & Trust Officer, of MERCANTILE NATIONAL BANK OF INDIANA, a national banking association, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said national banking association, and as their free and voluntary act, on behalf of said national banking association, as Trustee.

Given under my hand and Notarial seal this 7th day of August, 2000.



Signed: *[Signature]*
Janet L. Demonas, Notary Public