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LAKE COUNTY
PUBLIC RECORDS

2004 045206

UTILITY EASEMENT

THIS INDENTURE, made this 28th day of May, 2004, by and between 37th Avenue Center, L.L.C. an Indiana limited liability company hereinafter referred to as the "Grantor" and INDIANA-AMERICAN WATER COMPANY, INC., a corporation organized and existing under the laws of the State of Indiana, having an office for the transaction of business at 555 East County Line Road, Suite 201, Greenwood, IN, 46143, hereinafter referred to as the "Grantee."

WITNESSETH

The Grantor, in consideration of the covenants and agreements hereinafter recited and the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the Grantee, its successors and assigns, forever, an easement in, under, across and over the real estate of the Grantor, situated in Lake County, Indiana, more particularly described and shown as a sketch on Exhibit A, attached hereto and made a part hereof, for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying and adding to from time to time, water pipe or pipes, together with all necessary fittings, valves, hydrants, meters, appurtenances and attached facilities, including service pipes and laterals and connections for the transmission and distribution of water.

Together with the right to the Grantee, its successors and assigns, to (i) enter in and upon the real estate described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing or adding to the aforesaid water pipe lines and attached facilities, (ii) remove trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein, and (iii) for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

The right of the Grantor to freely use and enjoy its interest in the real estate is reserved to Grantor, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of Grantee's water pipe lines and attached facilities, except that no building, structure or similar improvements shall be erected within said easement, nor shall the grade or ground cover over Grantee's

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Revised: 8/2/01

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facilities be substantially altered, without the consent of the Grantee. Notwithstanding the foregoing, no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said water pipes except pipes crossing same at right angles, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes. All sewer pipe shall be laid below the water pipes. No excavation or blasting shall be carried on which in any way endangers or might endanger the water pipe lines and attached facilities.

TO HAVE AND TO HOLD the above granted easement unto the same Grantee, its successors and assigns forever.

The Grantee agrees, by the acceptance of this easement that, upon any opening made in connection with any of the purposes of this easement, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that Grantee shall not be obligated to restore landscaping, other than reseeded any grass which was removed upon entry, all such work to be done at the expense of the Grantee.

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 this easement.

In the event Grantee permanently abandons its use of this easement, Grantee's rights granted herein shall cease and terminate, whereupon all such rights hereunder shall revert to Grantor or its successors or assigns.

And the said Grantor does covenant with the said Grantee as follows:

1. That the Grantor is the owner in fee simple of the real estate hereby subjected to said easement and has good title to convey the same. In accordance with Ind. Code 32-5-2-2(a) Grantor acquired said real estate by deed dated March 27, 2000 , and recorded in the Office of the Recorder of Deeds of Lake County, Indiana, as Document No. 744229 , on the 4th day of April , 2000.

2. That the Grantee shall quietly enjoy the said easement.
3. That the real estate hereby subjected to said easement is subject to mortgages as recorded.

IN WITNESS WHEREOF, the Grantor has duly executed this INDENTURE, all as of the day and year first above written.



(Corporate Owner)

37th Avenue Center, L.L.C. a(n) Indiana limited liability company

Charles R Greiner

(Signature)

Charles R. Greiner

(Printed Name)

Manager

(Title)

STATE OF INDIANA)

COUNTY OF LAKE)

) SS:

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

Charles R. Greiner as Manager of

37th Avenue Center, L.L.C. an Indiana limited liability company, who having been duly sworn upon his/her oath acknowledged the execution of the foregoing easement for and on behalf of the said corporation.

Witness my hand and Notarial Seal this 28th day of May, 2004.

(Signature) Kim R. Strug

(Printed Name) KIM R. STRUG

Notary Public residing in lake County,

My Commission Expires: 3/20/2011

This instrument prepared by: Torrena Engineering, Inc.

with offices at: 907 Ridge Road, Munster, Indiana 46321

