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OFFICE OF THE
RECORDER OF DEEDS
LAKE COUNTY
INDIANA
FILED FOR RECORD

2006 015984

2006 FEB 28 PM 12:46

MICHAEL J. BROWN
RECORDER

CROSS-REFERENCE: In accordance with Ind. Code §32-5-2-2(a), the easement described herein burdens the real estate acquired by the Grantor by deed dated January 29, 2002 and recorded March 5, 2002, as Document No. 2002 023009 in the Office of the Recorder of Lake County, Indiana.

UTILITY EASEMENT

THIS INDENTURE, made this 17th day of February, 2006, by and between **MERRILL POINT APARTMENTS, LLC**, 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 E. County Line Rd., Greenwood, Indiana 46413 (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, a non-exclusive easement in, under, across and over the real estate of the Grantor, situated in Lake County, Indiana, more particularly described as follows:

The South 10 feet of Lot 28, Twin Acres Phase 3, Unit 1, as per plat thereof recorded in Plat Book 90, page 6 in the Office of the Recorder of Lake County, Indiana.

and

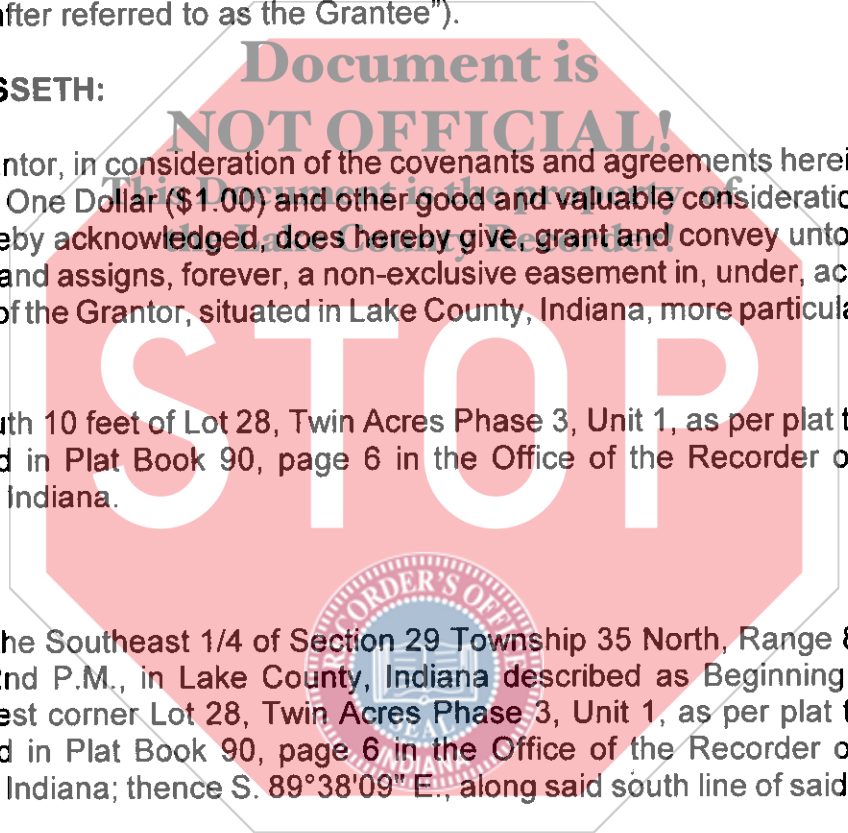
Part of the Southeast 1/4 of Section 29 Township 35 North, Range 8 West of the 2nd P.M., in Lake County, Indiana described as Beginning at the Southwest corner Lot 28, Twin Acres Phase 3, Unit 1, as per plat thereof recorded in Plat Book 90, page 6 in the Office of the Recorder of Lake County, Indiana; thence S. 89°38'09" E., along said south line of said Lot 28

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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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a distance 229.27 feet to the westerly line of Lot 24, Twin Acres, Phase 3, Unit 2, as per plat thereof recorded in Plat Book 92, page 51; thence S. 00°01'41" W. along said westerly line of Lot 24 a distance of 13.16 feet; thence S. 89°38'37" E., along the South line of said Lot 24, a distance of 193.02 feet to the Southeast corner of said Lot 24 and the West line of Hayes Street; thence southerly along a curve to the left having a radius of 474.60 feet and an arc distance 10.00 feet; thence N. 89°38'37" W., 203.12 feet; thence N. 00°01'41" E. 13.16 feet; thence N. 89°38'09" W., 223.11 feet to the East line of Cleveland Street; thence Northeasterly along a curve to the left having a radius of 197.86 feet and an arc distance of 10.69 feet to the point of beginning.

for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying and adding to from time to time, an underground water pipe or pipes, together with all necessary fittings, valves, hydrants, meters, appurtenances and attached facilities, including underground 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 underground 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 facilities be substantially altered, without the consent of the Grantee. Notwithstanding the foregoing, Grantor, its successors or assigns, shall not place any other pipes or conduits 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. Grantor, its successors or assigns, shall not excavate or blast 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 as to 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 reseeding 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.

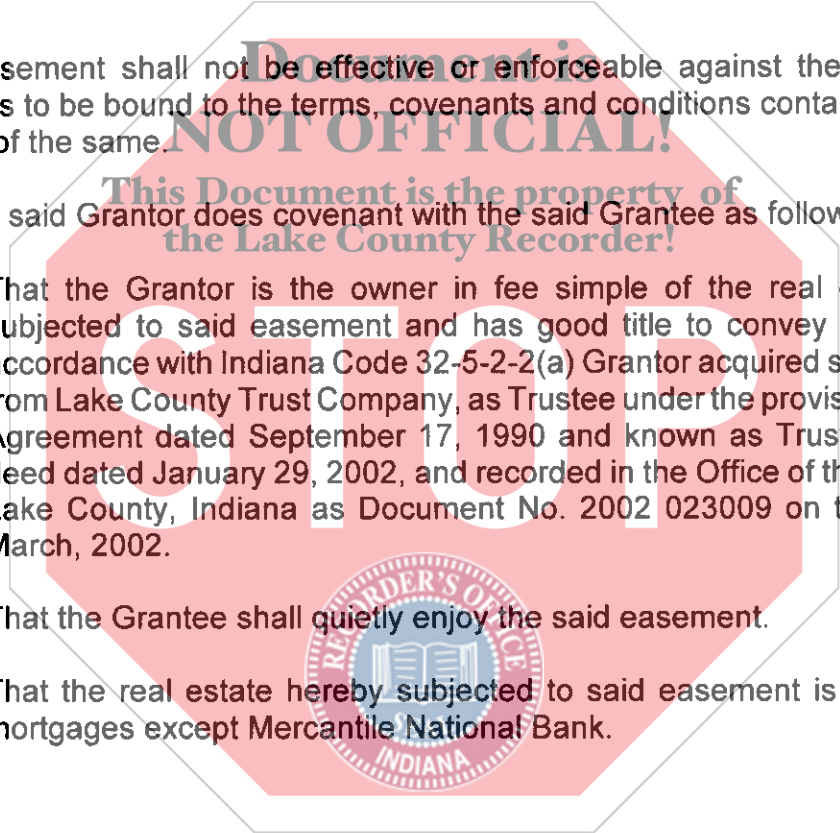
In the event Grantee permanently abandons its use of the easement, Grantee's rights granted herein shall cease and terminate, whereupon all such rights hereunder shall revert to Grantor or its successors or assigns.

Any damages to the fences, tile or roads of Grantor caused by Grantee in the construction and installation of the mains or in the maintenance, operation, repair, inspection, removal or replacement thereof shall be promptly paid by Grantee, provided written notice thereof is given to Grantee at its Greenwood offices (or such other place as Grantee may designate in writing), within thirty (30) days after the occurrence of such damage.

This easement shall not be effective or enforceable against the Grantor until Grantee agrees to be bound to the terms, covenants and conditions contained herein by the execution of the same.

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 Indiana Code 32-5-2-2(a) Grantor acquired said real estate from Lake County Trust Company, as Trustee under the provisions of a Trust Agreement dated September 17, 1990 and known as Trust No. 4789 by deed dated January 29, 2002, and recorded in the Office of the Recorder of Lake County, Indiana as Document No. 2002 023009 on the 5th day of March, 2002.
2. That the Grantee shall quietly enjoy the said easement.
3. That the real estate hereby subjected to said easement is subject to no mortgages except Mercantile National Bank.



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

MERRILL POINT APARTMENTS, LLC

By: [Signature]
Donald Weiss, Manager

Grantee, by execution of this Agreement, agrees to be bound by all of the terms, covenants and conditions of this Utility Easement.

INDIANA-AMERICAN WATER COMPANY, INC.

By: [Signature]

STATE OF INDIANA)
COUNTY OF LAKE)

Document is NOT OFFICIAL!
witness Attest: [Signature]
This document is the property of the Lake County Recorder!

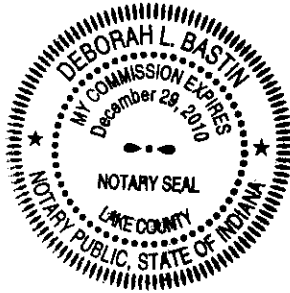
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, this 17 day of Feb, 2006, personally appeared Donald Weiss as Manager of Merrill Point Apartments, LLC, an Indiana limited liability company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said limited liability company, and as his free and voluntary act, acting for such limited liability company as Manager.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

[Signature]
Karen Gard Notary Public

My Commission Expires: 12/10/06

County of Residence: Lake



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Bob Khan and Edward J. Nickels as the Eng. Mngr. and Sr. Oper. Eng. respectively of **Indiana-American Water Company, Inc.**, an Indiana corporation, and acknowledged the execution of the above and foregoing instrument on behalf of said corporation as the voluntary act and deed of said corporation and of said officials for said corporation, for the uses and purposes set forth.

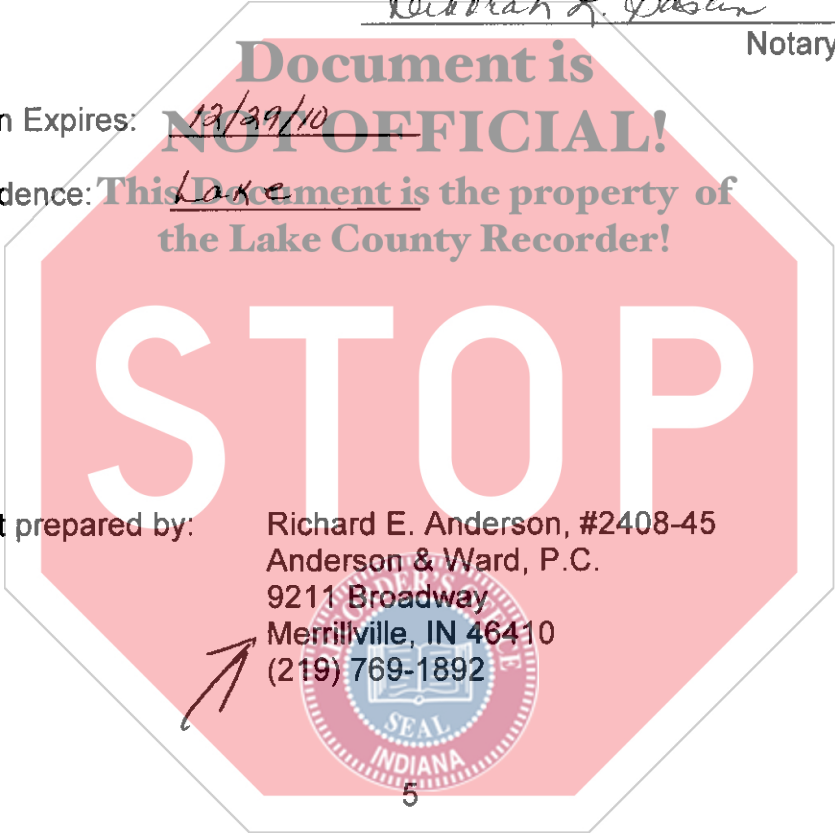
WITNESS my hand and notarial seal this 30th day of January, 2006.

Deborah L. Bastin

Notary Public

My Commission Expires: 12/29/10

County of Residence: Lake



This instrument prepared by:

Richard E. Anderson, #2408-45
Anderson & Ward, P.C.
9211 Broadway
Merrillville, IN 46410
(219) 769-1892

Prescribed by the
State Board of Accounts
(2005)

County form 170

Declaration


This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security number in attached document.
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.




Signature of Declarant

Richard E. Anderson
Printed Name of Declarant