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UTILITY EASEMENT

THIS INDENTURE, made this 20<sup>th</sup> day of December, 2013, by and between NW Veterans Village, LP, an Indiana limited partnership, 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".

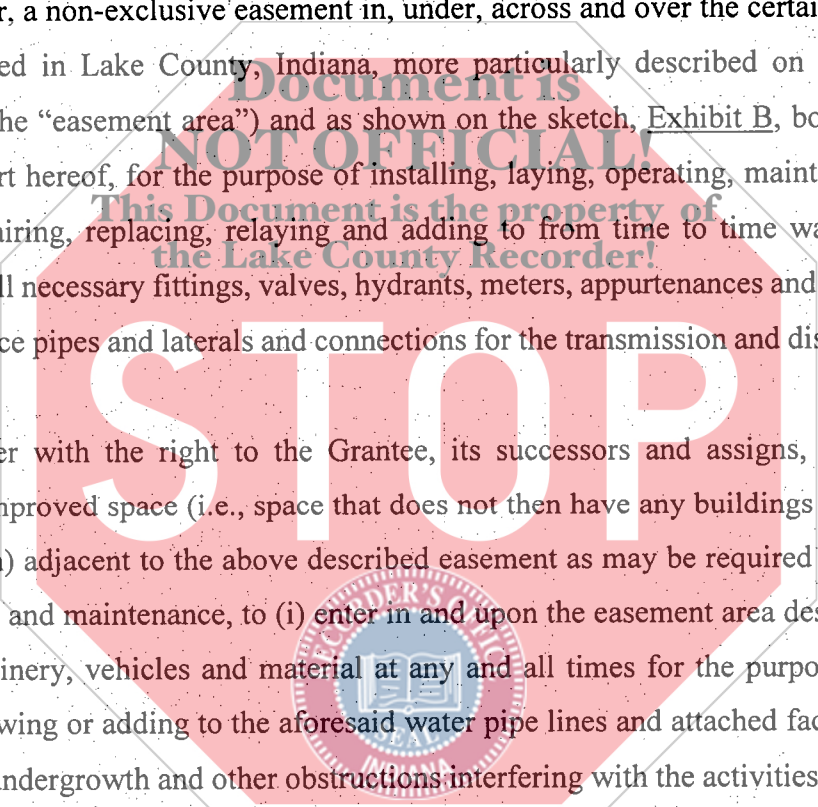
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**WITNESSETH**

The Grantor, in consideration of the covenants and agreements hereinabove 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 certain real estate of the Grantor, situated in Lake County, Indiana, more particularly described on Exhibit A (herein referred to as the "easement area") and as shown on the sketch, Exhibit B, both 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.

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORDER  
2014 FEB 11 AM 10:04  
MICHAEL D. BROWN  
RECORDER



Together with the right to the Grantee, its successors and assigns, to use reasonable additional unimproved space (i.e., space that does not then have any buildings or other structures located thereon) adjacent to the above described easement as may be required during the periods of construction and maintenance, to (i) enter in and upon the easement area 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.

13-45216

HOLD FOR MERIDIAN TITLE

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The right of the Grantor to freely use and enjoy its interest in the easement area 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 Grantor's water pipe lines and attached facilities, except that no building, structure or similar improvements shall be erected within said easement area, nor shall the grade or ground cover over Grantee's facilities be substantially altered, without the consent of the Grantee; provided, however, that Grantor may perform such site and landscape work as is necessary or required to develop its multi-family housing project on the real estate owned by Grantor, which includes the easement area, provided such work does not impede, hinder or conflict with the rights herein conveyed to Grantee by this easement or Grantee's use of this easement area. 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 reseeding any grass which was removed upon entry, all such work to be done at the expense of the Grantee.

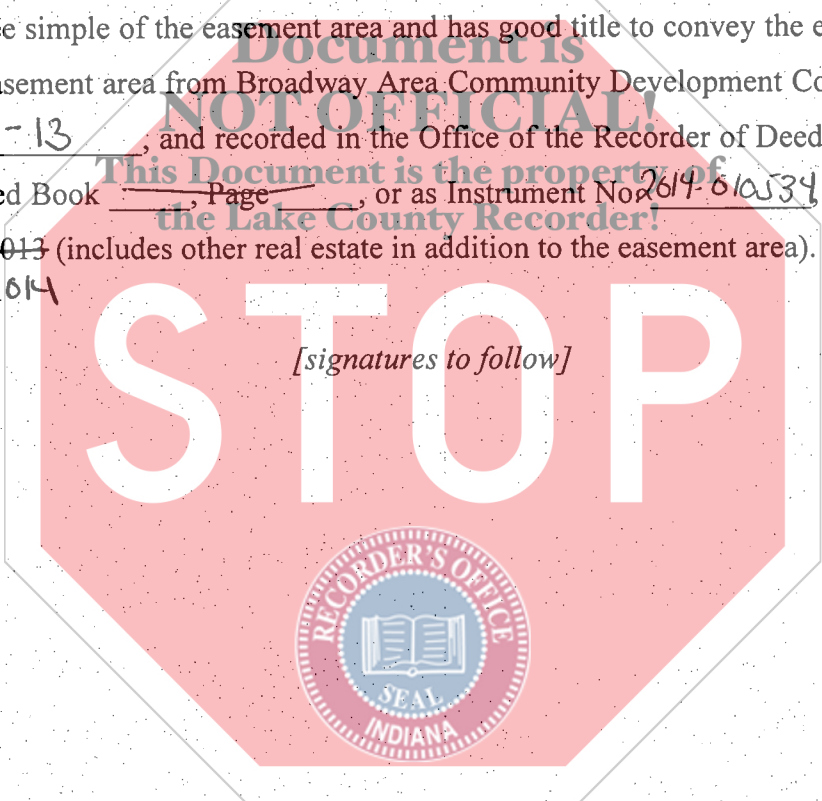
Excepting Grantor's negligence and the negligence of Grantor's employees, contractors, agents and invitees, the Grantee shall indemnify and hold the Grantor harmless from and against any and all damages, injuries, losses, claims, demands or costs proximately caused by the negligent or reckless act or omission of the Grantee in the construction, erection, installation, maintenance, operation, replacement, repair, renewal or removal of the facilities located in the easement area.

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.

Any damages to the crops, fences, tile or roads of Grantor caused by Grantee in the construction and installation of the mains or in the maintenance, operation, repair, inspections, 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. Damage for crops shall be based on the amount of affected acreage, the average yield of Grantor's farmland or similar farmland and the market rate for the affected crop at the time of the damage.

And the said Grantor does covenant with the said Grantee as follows: That the Grantor is the owner in fee simple of the easement area and has good title to convey the easement. Grantor acquired the easement area from Broadway Area Community Development Corporation by deed dated 12-20-13, and recorded in the Office of the Recorder of Deeds of Lake County, Indiana, in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, or as Instrument No. 2619-610534 on the 21 day of Feb, 2013 (includes other real estate in addition to the easement area).  
2014

[signatures to follow]



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

GRANTOR:

NWI Veterans Village, LP,  
an Indiana limited partnership

By: NWI Veterans Village GP, LLC,  
its general partner

By: Broadway Area Community Development  
Corporation, its sole member

By: *Vernita Leslie*  
Vernita Leslie, Executive Director

STATE OF INDIANA )

COUNTY OF MARION ) SS

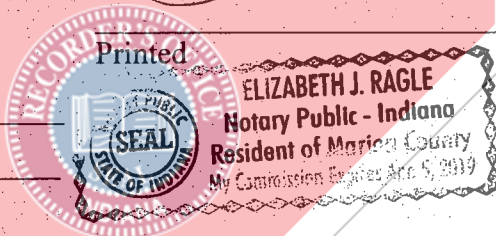
Before me, a Notary Public in and for said County and State, personal appeared Vernita Leslie, as Executive Director of Broadway Area Community Development Corporation, as sole member of NWI Veterans Village GP, LLC, as general partner of NWI Veterans Village, LP, an Indiana limited partnership, who having been duly sworn upon his/her oath acknowledged the execution of the foregoing easement for and on behalf of the said Grantor.

Witness my hand and Notarial Seal the 20th day of December, 2013.

*Elizabeth J. Ragle*  
Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_



This instrument was prepared by, and upon recording return to: Matthew G. Nolley, Kuhl & Grant LLP, 55 Monument Circle, Suite 201, Indianapolis, Indiana 46204; Telephone: (317) 423-9900

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Matthew G. Nolley

**EXHIBIT A**

**LEGAL DESCRIPTION OF EASEMENT AREA**

THE 20-FOOT WIDE ALLEY BEING VACATED PER DOCUMENT 2013074816, IN BLOCK 13 IN GARY LAND COMPANY'S FIRST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 15, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



