

2014 049027

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2014 AUG 14 AM 11:25
MICHAEL S. BROWN
RECORDER

§

UTILITY EASEMENT
(RELOCATION)

THIS INDENTURE, made this 12th day of August, 2014, by and between GARY/CHICAGO INTERNATIONAL AIRPORT AUTHORITY (hereinafter "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 "Grantee").

RECITALS

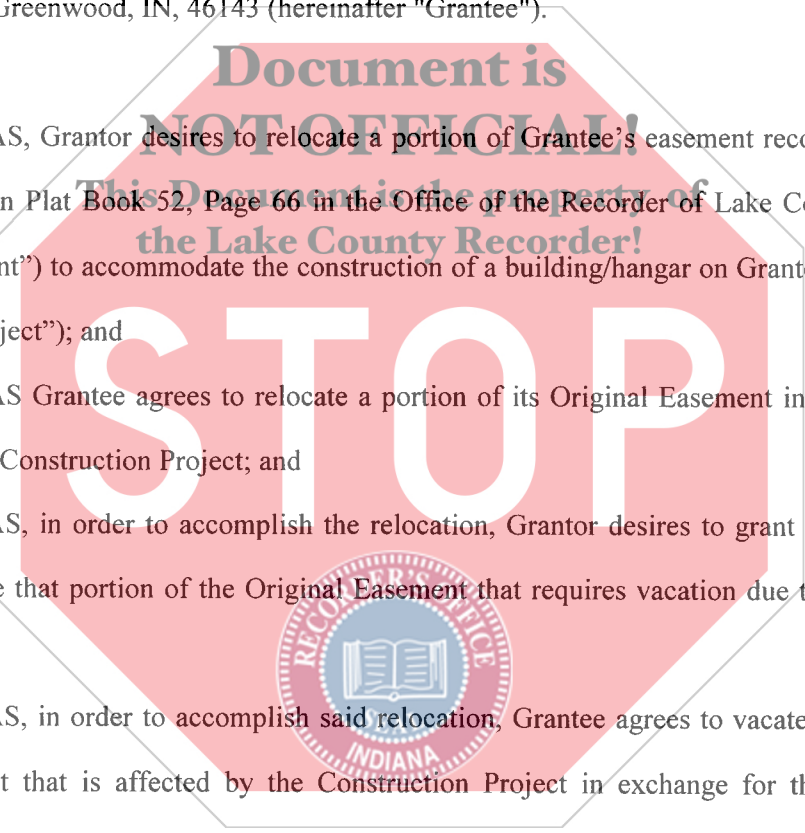
WHEREAS, Grantor desires to relocate a portion of Grantee's easement recorded as Document Number 615226 in Plat Book 52, Page 66 in the Office of the Recorder of Lake County, Indiana (the "Original Easement") to accommodate the construction of a building/hangar on Grantor's real estate (the "Construction Project"); and

WHEREAS Grantee agrees to relocate a portion of its Original Easement in order to allow for completion of the Construction Project; and

WHEREAS, in order to accomplish the relocation, Grantor desires to grant a new easement to Grantee to replace that portion of the Original Easement that requires vacation due to the Construction Project; and

WHEREAS, in order to accomplish said relocation, Grantee agrees to vacate that portion of its Original Easement that is affected by the Construction Project in exchange for the grant of a new easement to replace said vacated portion.

NOW THEREFORE, Grantor and Grantee hereby agree as follows:



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cel 3545
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1. GRANT OF EASEMENT.

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 sell, give, grant and convey unto the Grantee, its successors and assigns, forever, an easement in, under, across and over the real estate of Grantor, situated in Lake County, Indiana, more particularly described on Exhibit A 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 lines of its customers, service pipes and laterals and connections for the transmission and distribution of water (the "EASEMENT").

Together with the right to the Grantee, its successors and assigns, to use reasonable additional space adjacent to the above described Easement as may be required during the periods of construction and maintenance 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 installing, 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 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.

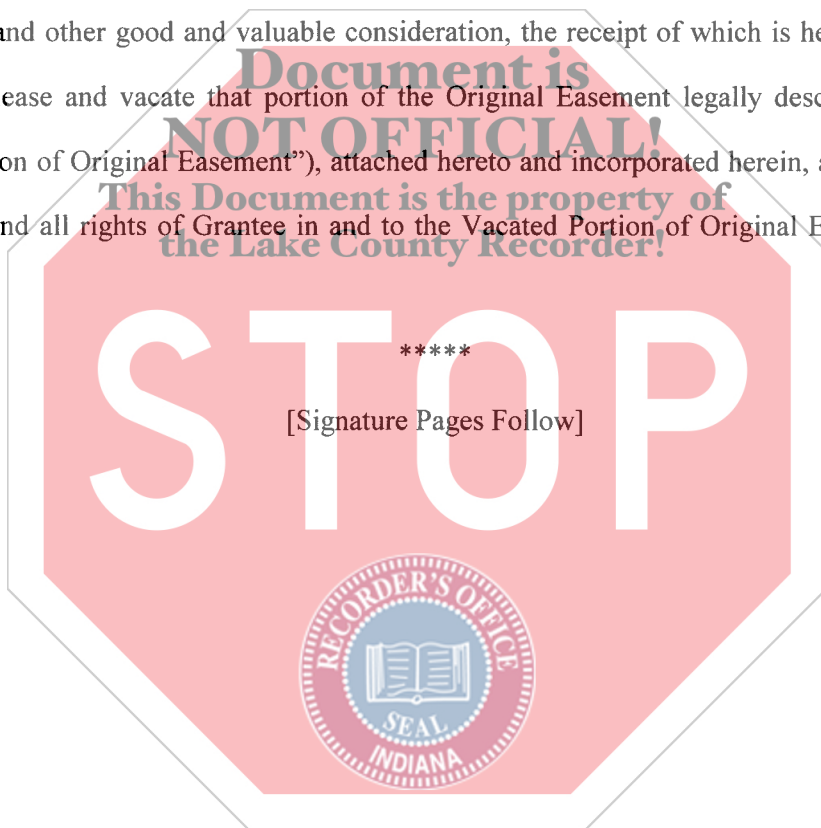
TO HAVE AND TO HOLD the above granted easement unto the same Grantee, its successors and assigns forever.

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 reseeding any grass which was removed upon entry, all such work to be done at the expense of the Grantee.

Grantor warrants and will defend title to said easement during its existence with Grantee, its successors and assigns, for the use and benefit against all parties whomsoever. Grantor acquired title to said real estate on which the easement is located by deed recorded as Instrument No. 92011760 in the Office of the Recorder of Lake County, Indiana.

2. RELEASE AND VACATION OF A PORTION OF THE ORIGINAL EASEMENT.

Grantee, in consideration of the covenants and agreements herein recited and the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged does hereby release and vacate that portion of the Original Easement legally described on Exhibit C (“Vacated Portion of Original Easement”), attached hereto and incorporated herein, and further depicted on Exhibit B; and all rights of Grantee in and to the Vacated Portion of Original Easement are hereby divested.



[Signature Pages Follow]

Indiana-American Water Company, Inc.

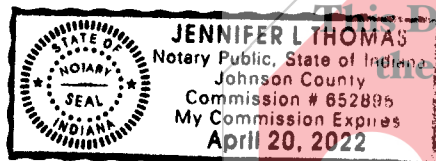
By: Keith Morgan
Name/Title: Keith Morgan, P.E., Engineering Mgr, Planning

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

On this 12th day of August, 2014, before me, a Notary Public in and for said County and State, personally appeared Keith Morgan P.E., Engineering Manager, Planning, of Indiana-American Water Company, Inc. and acknowledged the execution of the foregoing Utility Easement (Relocation) to be a voluntary act and deed of such person and said company, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires April 20, 2022



Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder
Jennifer L Thomas
Notary Public

The foregoing preparer states as follows: 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. Lee I. lane

This instrument was prepared by:

Lee I. Lane
Genetos Retson & Yoon LLP
1000 E. 80th Place, Suite 555 North
Merrillville, Indiana 46410
219-755-0400

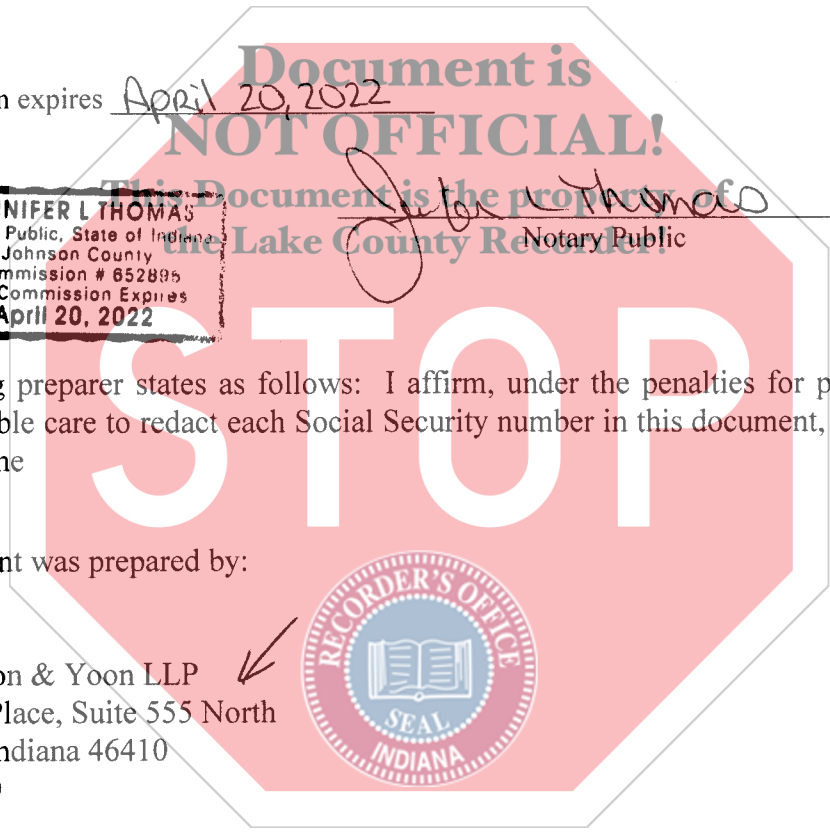


EXHIBIT "A"

Grant of Easement

A strip of land, 20 feet in width, being part of the Northwest Quarter of Section 36, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, lying 10 feet each side of the following described line:

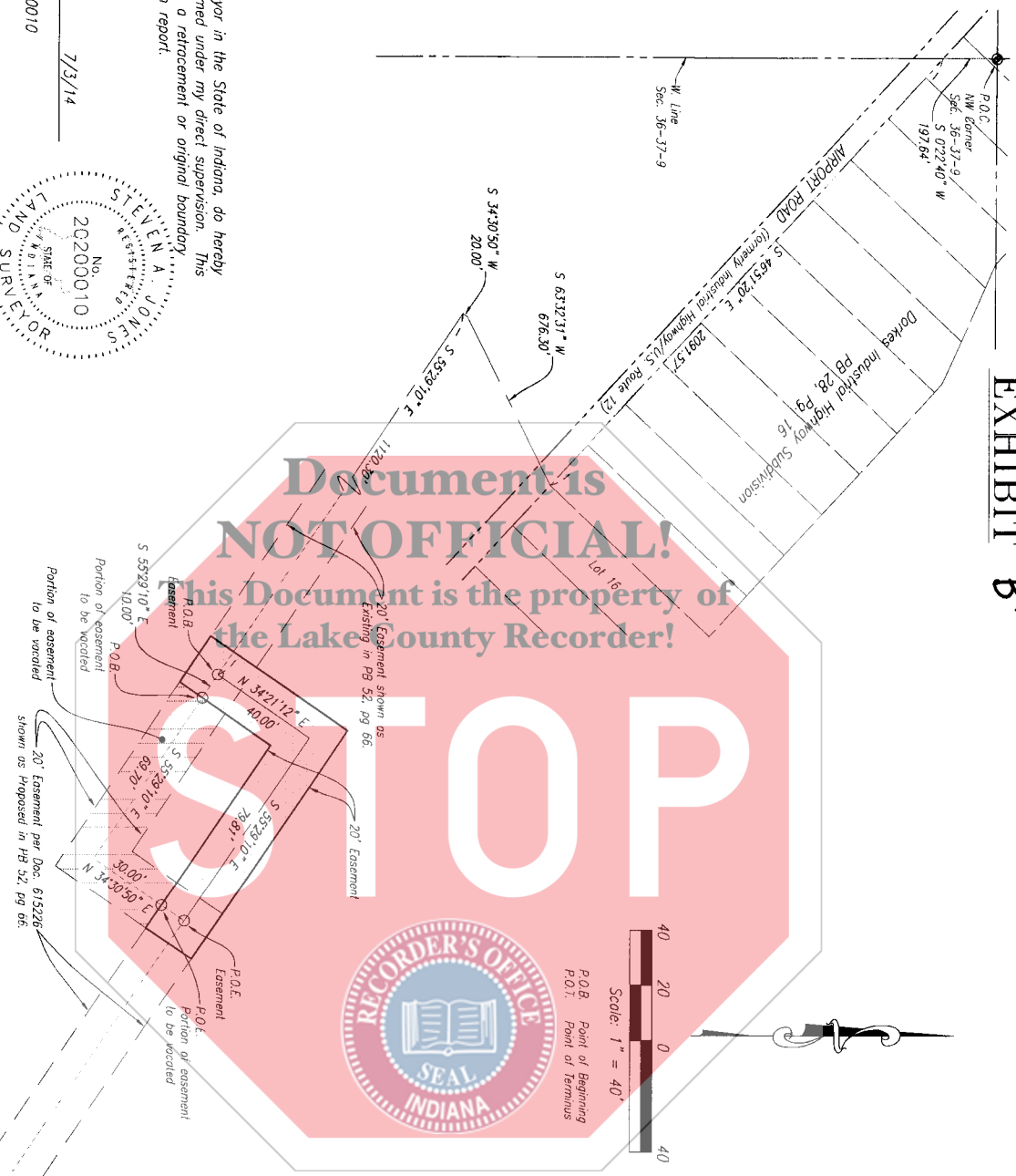
Commencing at the Northwest corner of said Section 36 thence South 00°22'40" West (this and all subsequent bearings based on the Indiana Coordinate System of 1983, West zone), 197.64 feet along the west line of said Section 36 to the northerly right of way line of Airport Road (formerly Industrial Highway); thence South 46°51'20" East, 2091.57 feet to the southwest corner of Lot 16 in Dorkes Industrial Highway Subdivision, according to the plat thereof, recorded in Plat Book 28, page 16, in the Office of the Recorder of Lake County, Indiana; thence South 63°32'31" West, 676.30; thence South 34°30'50" West, 20.00 feet to the beginning of a 20 foot easement shown on a Plat of Easement, recorded in Plat Book 52, page 66, in said Office of the Recorder; thence South 55°29'10" East, 1120.30 feet along the centerline of said easement to the Point of Beginning of this description;

thence North 34°21'12" East, 40.00 feet; thence South 55°29'10" East, 79.81 feet to the centerline of a 20 foot easement described in document 615226 and the Point of Terminus.

The sidelines of said strip to be lengthened to meet at angle points and terminate at said easement.

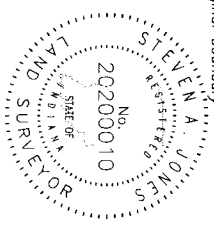


EXHIBIT "B"



Surveyor's Certificate
 I, Steven A. Jones, being a Professional Surveyor in the State of Indiana, do hereby attest that the plat hereon drawn was performed under my direct supervision. This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a surveyor location report.

Steven A. Jones
 Steven A. Jones
 Indiana Registered Land Surveyor No. LS20200010
 7/3/14



DLZ
 DLZ INDUSTRIAL, LLC
 316 TECH DRIVE, BURNS HARBOR, INDIANA 46504
 TELEPHONE: (317) 784-0700 FAX: (317) 784-4156

GARY
 GARY/CHICAGO INTERNATIONAL AIRPORT
 EASTLAKE HANGAR
 UTILITY EASEMENT
 EXHIBIT DRAWING

INDIANA	DRAWN	CHK'D BY	APP'D BY	No.	REVISION
DESIGNED	APP'D	SCALE	DATE		
SCALE	DATE				
PROJECT NUMBER	1050-8067-70				
DRAWING NUMBER	8067PL22				

EXHIBIT "C"

Vacated Portion of Original Easement

A strip of land, 20 feet in width, being part of the Northwest Quarter of Section 36, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, lying 10 feet each side of the following described line:

Commencing at the Northwest corner of said Section 36 thence South 00°22'40" West (this and all subsequent bearings based on the Indiana Coordinate System of 1983, West zone), 197.64 feet along the west line of said Section 36 to the northerly right of way line of Airport Road (formerly Industrial Highway); thence South 46°51'20" East, 2091.57 feet to the southwest corner of Lot 16 in Dorkes Industrial Highway Subdivision, according to the plat thereof, recorded in Plat Book 28, page 16, in the Office of the Recorder of Lake County, Indiana; thence South 63°32'31" West, 676.30; thence South 34°30'50" West, 20.00 feet to the beginning of a 20 foot easement shown on a Plat of Easement, recorded in Plat Book 52, page 66, in said Office of the Recorder; thence South 55°29'10" East, 1130.30 feet along the centerline of said easement to the Point of Beginning of this description; thence continuing South 55°29'10" East, 69.70 feet along said centerline; thence North 34°30'50" East, 30.00 feet along said centerline to the Point of Terminus.

