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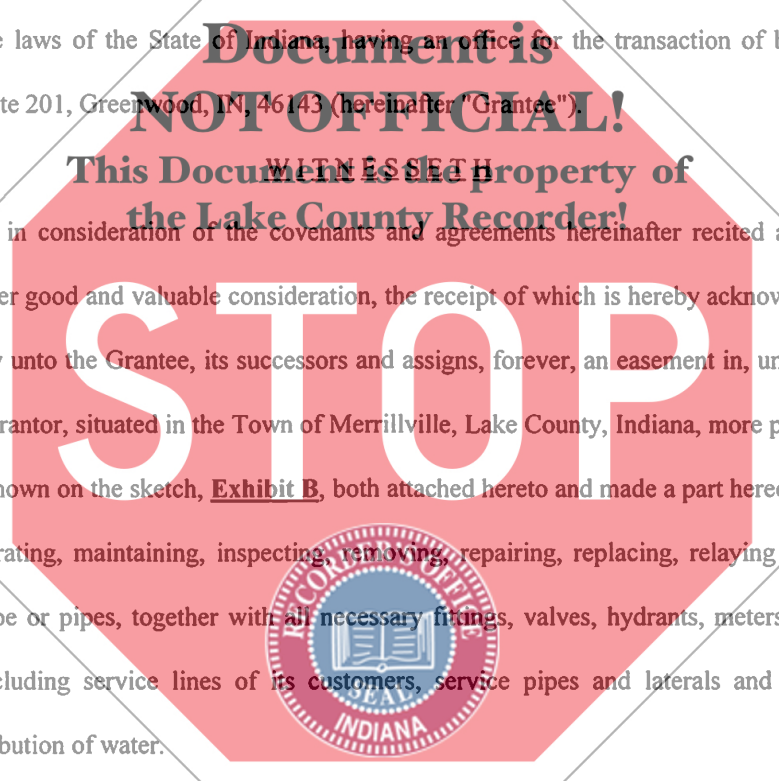
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MICHAEL B. BROWN  
RECORDER

UTILITY EASEMENT

6

THIS INDENTURE, made this 19<sup>th</sup> day of July, 2017, by and between MEIJER STORES LIMITED PARTNERSHIP, a Michigan limited partnership, of 2929 Walker Avenue, NW, Grand Rapids, Michigan 49544 (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").



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 the Town of Merrillville, 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.

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

**FILED**

JUL 25 2017

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

004184

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By: \_\_\_\_\_ *[Signature]*

25-  
CASE#  
B

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. 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.

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 January 30, 2000, and recorded in the Office of the Recorder of Deeds of Lake County, Indiana, as Instrument No. 2000-076582, on the 20<sup>th</sup> day of October, 2000.
2. That the Grantee shall quietly enjoy the said easement.

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.

SEE ADDENDUM TO INDIANA EASEMENTS ATTACHED AS **EXHIBIT C** FOR ADDITIONAL TERMS.

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



MEIJER STORES LIMITED PARTNERSHIP

By: Meijer Group, Inc.  
General Partner

By: *[Signature]*  
Michael L. Kinstle  
Its: Vice President-Real Estate

STATE OF MICHIGAN )

COUNTY OF KENT )

SS:

Legal *[Signature]*

Bus. *[Signature]*

Before me, a Notary Public in and for said County and State, personally appeared Michael L. Kinstle, the Vice President-Real Estate of Meijer Group, Inc., a Michigan corporation, General Partner of Meijer Stores Limited Partnership, a Michigan 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 corporation.

Witness my hand and Notarial Seal this 3 day of July, 2017.

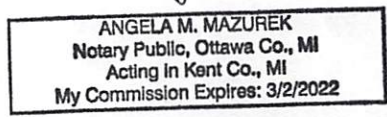


(Signature) *[Signature]*

(Printed Name) Angela M. Mazurek

Notary Public residing in Ottawa County, Acting in Kent Co.

My Commission Expires: 3-2-2022



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. Aaron Morrissey

DRAFTED BY:  
Aaron Morrissey, Esq.  
Meijer  
2929 Walker Avenue, N.W.  
Grand Rapids, MI 49544  
(616) 791-3002

WHEN RECORDED RETURN TO:  
INAW-Northwest Operations  
Attn: Cheri Reis  
650 Madison Street  
Gary, IN 46401

**EXHIBIT A**

A STRIP OF LAND WITHIN LOT 3 OF MEIJER PLAT, A SUBDIVISION THE TOWN OF MERRILLVILLE, INDIANA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 83, PAGE 06 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, SAID STRIP BEING 20 FEET WIDE, RUNNING ALONG AND PARALLEL TO THE SOUTH LINE OF LOT 2 IN SAID SUBDIVISION, BEGINNING AT A POINT 267.67 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 2 AND TERMINATING AT THE EAST LINE OF LOT 3-A IN THE RESUBDIVISION OF LOT 3 OF THE MEIJER PLAT, A SUBDIVISION IN THE TOWN OF MERRILLVILLE, INDIANA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 107, PAGE 70 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



EXHIBIT B

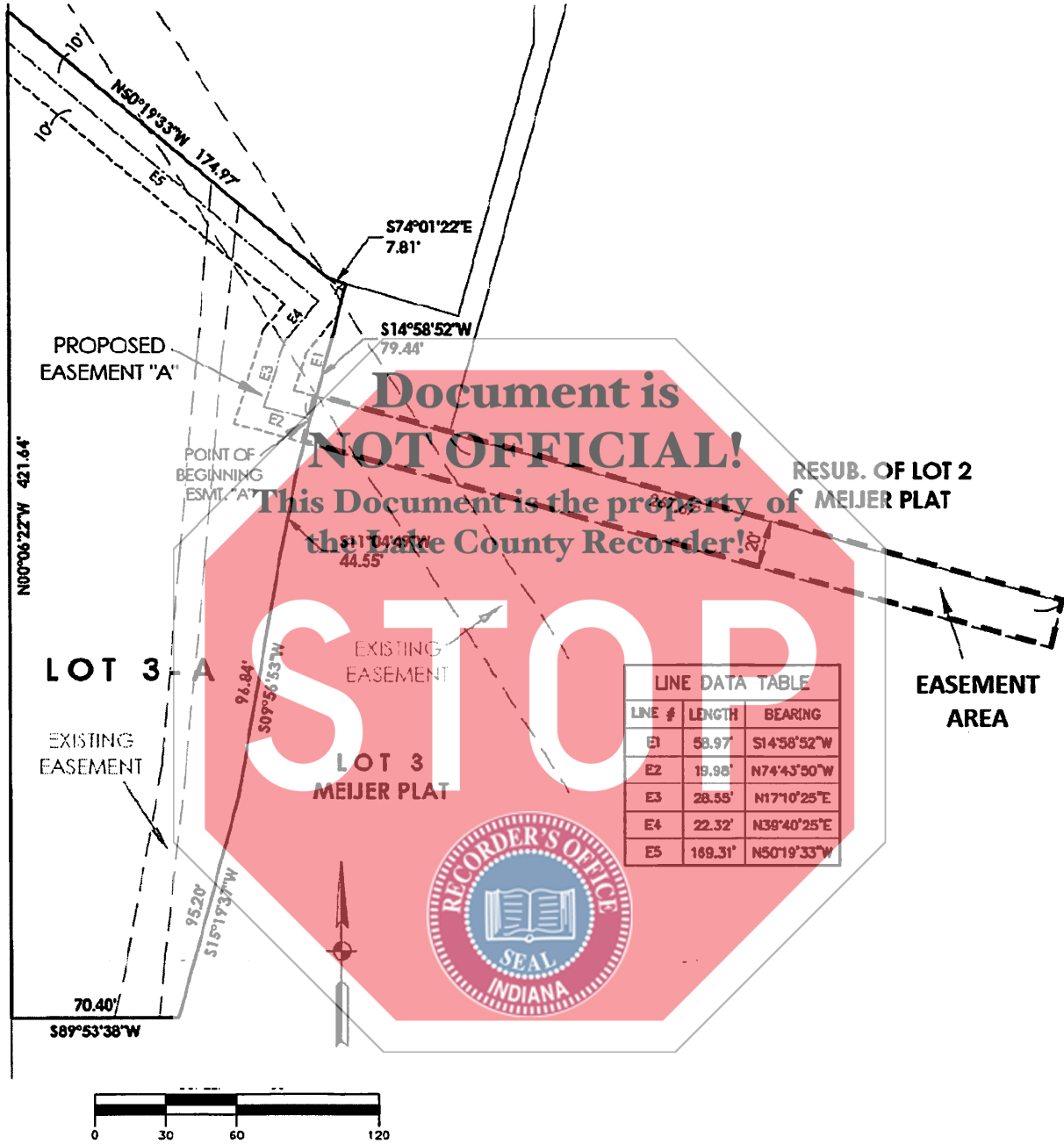


EXHIBIT C

Addendum to Indiana Easements

1. **Other Utility Lines:** Prior to beginning any work in the easement area, the Grantee shall locate utility lines or equipment located in the easement area, in order that the Grantee may avoid damaging such lines and equipment as may exist, if any.
2. **Reservation of Rights:** Grantor hereby reserves to itself, its successors and assigns, the right to use the easement area for any purposes which do not interfere with Grantee's use of the easement area for the purposes for which the easement rights described herein are being granted, such reservation for Grantor's use for the installation, construction, maintenance and operation of landscaping, parking area, driveways, curbing, curb cuts and similar or other related improvements.
3. **Relocation:** Grantor shall have the right to relocate the Grantee's improvements, in whole or part, to any other mutually agreed upon location on the Grantor's property, provided that such relocation shall be performed by the Grantee at Grantor's expense. In the event of any such relocation, Grantor and Grantee shall amend this agreement to the extent necessary in order to reflect of record the new location of the easement area.
4. **Construction, Maintenance, Repair and Operation:** The Grantee shall exercise reasonable efforts to construct, install, maintain, repair, replace and operate the respective utility improvements and exercise the rights granted herein, so as to minimize the interference with the development, operation and use of the Grantor's property.
5. **Mechanics' and Materialmen's Liens:** In the event any mechanics' liens or materialmen's liens are filed against the Grantor's property, or any part thereof, as a result of the operation, repair, maintenance or replacement of the utility improvements, or any other work performed by Grantee pursuant to the easement rights granted herein, the Grantee shall either pay or cause to be paid the same and have the liens immediately discharged of record.

This Addendum to Easement is incorporated into and made a part of that certain Easement dated \_\_\_\_\_, 2017, executed by Meijer Stores Limited Partnership, as Grantor, conveying easement rights to Indiana-American Water Company.