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*Robert & Albert, atty
307 E Commercial Ave.
Lamell, Ind. 46353*

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THIS INDENTURE WITNESSETH, that JOHN M. HARPER AND

GLADYS P. HARPER, his wife, hereinafter referred to as Lessors, have this date leased to EVERETT WARNE AND MARJORIE WARNE, his wife, hereinafter referred to as Lessees, the following described Real Estate in Lake County, Indiana, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 1, Township 32, Range 9 West of the 2nd P.M., except the south 300 feet, the west 300 feet and the north 400 feet, which said three excepted strips are reserved to Lessors,

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

MAR 18 12 59 PM '70

ANDREW J. HOENKO
RECORDER

for the purpose of exploring, mining and removing therefrom all sand and gravel to be sold by Lessees.

The term of this lease shall be ten (10) years from the first day of March, 1970, to the first day of March, 1980.

Lessees agree to pay lessors, as royalties for said lease, the sum of ten cents (10¢) per ton for all sand and gravel removed from the premises and sold as result of said mining operations. Lessees agree to commence said mining operations on or before January 1st, 1971, and to continue thereafter during the term of this lease. Lessees agree to account and pay to lessors for said royalties monthly by furnishing ^{consecutively numbered} copies of all invoices for the sale of said sand and gravel during the month by the 15th day of the following month. Lessees further agree to allow lessors to inspect their books and records pertaining to sales of sand and gravel from the premises.

Lessees agree to mine the premises for sand and gravel commencing on the east line of leased premises and to mine the full width of the premises hereby leased, proceeding in a westerly direction, and keeping a reasonably straight east line on the unmined premises in order to provide a continuous lake for lessors. Lessees further agree that they will keep the ground stripped to root depth and that all stripped top soil shall be pushed to the north and south and piled, which said top soil shall belong to

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lessors to be removed at their discretion. Lessors reserve the right to farm said described area or any part thereof until mining operations interfere therewith, with right to the profits from all crops raise thereon. Lessors further reserve the right to enter the premises at all time to inspect said mining operations and the right to themselves and members of their family to fish and hunt on the premises.

Both parties agree that this lease shall not be transferred or assigned without the written consent of the other party thereto.

Lessors hereby covenant that they are lawfully seized of an indefeasible estate in fee to the premises leased, that they have good right to lease the same; and that they will warrant and defend their title and the right to lease the same to lessees against all other parties.

Lessees agree that they will continuously mine the premises for sand and gravel after January 1st, 1971, subject only to delays caused by failure to secure governmental permits, or prohibition by Court Order or Decree, beyond lessees' control; strikes of employees; fire, storms or floods; breakdowns or failures of equipment; and any other Act of God or War beyond lessees' control. Lessees further agree that if any of the above conditions occur that they will make every effort to resume operations after said conditions have ceased and after lessee has made every effort to remove same.

Both parties agree that the only condition for cancellation of this lease shall be if the sand and gravel found shall not be of a salable quality or upon depletion of the sand and gravel such that it is not economically feasible to mine same or in the event lessees or their assigns, shall at any time, suspend operations in the mining for sand and gravel on the herein leased premises, for a period of more than six (6) months, this lease

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shall terminate at the election of the lessors, and all rights hereunder shall be forfeited by lessees, except lessees' right to remove from the leased premises their machinery and equipment. Lessees agree that they will indemnify and save harmless the lessors from all claims for personal injury or death, due to their operation, to third parties coming on the premises up to \$100,000.00 per person, and \$300,000.00 per accident; and that lessees shall secure liability insurance to protect both parties.

Both parties agree that the terms, conditions and covenants as herein contained shall be mutually binding upon the parties, their heirs and legal representatives thereof.

Dated this 7th day of ~~February~~ ^{MARCH}, 1970.

John M. Harper
(John M. Harper)

Gladys P. Harper
(Gladys P. Harper)

LESSORS

Everett Warne
(Everett Warne)

Marjorie Warne
(Marjorie Warne)

LESSEES

STATE OF INDIANA)
COUNTY OF LAKE) SS

Before me, a Notary Public in and for said County and State, personally appeared John M. Harper and Gladys P. Harper, his wife, lessors, and Everett Warne and Marjorie Warne, his wife, lessees, this 7th day of ~~February~~ ^{MARCH}, 1970, who acknowledged the execution of the foregoing sand and gravel lease.

My commission expires
Sept. 16, 1973

Victor J. Roberts
Victor J. Roberts
Notary Public

Prepared by Victor J. Roberts, Atty.

