

00
00
00
00

RETURN TO
HENRY R. SACKETT
569 BROADWAY GARY, IND. 46402

4

OPTION TO PURCHASE REAL ESTATE
NOT OFFICIAL!
SHORT FORM

**This Document is the property of
the Lake County Recorder!**

THIS AGREEMENT, made and entered into this 22nd day of
December, 1970, by and between P. DAWES, a widow and not
remarried of 10828 South Prospect Avenue, Chicago, Illinois 60643,
hereinafter referred to as "Seller" and GARY-HOBART WATER CORPORATION,
an Indiana corporation, of 650 Madison Street, Gary, Indiana 46402,
hereinafter referred to as "Purchaser"

WITNESSETH:

WHEREAS, Seller is the owner in fee simple of the following three
parcels of real estate located in Lake County, Indiana, to-wit:

Parcel No. 1 The West 706.5 feet of the East 1900.00 feet
of the South 246.62 feet of the North 555.06 feet of the
SW $\frac{1}{4}$ Section 11, Township 36 North, Range 8 West of the
2nd P. M. containing 4.00 acres, more or less, in the
City of Gary, Lake County, Indiana, subject to all legal
highways.

Parcel No. 2. Part of the SW $\frac{1}{4}$ Section 11, Township 36 North,
Range 8 West, of the 2nd P.M. more particularly described
as follows: Commencing at a point on the North line of the
SW $\frac{1}{4}$ of said Section 11, and 1193.50 feet West of the NE
corner thereof; thence South and parallel with the East
line of the SW $\frac{1}{4}$ of said Section 11, a distance of 555.06
feet to the point of beginning of this described parcel;
thence continuing South parallel with the East line of the
SW $\frac{1}{4}$ of said Section 11, a distance of 111.68 feet; thence
West parallel with the North line of the SW $\frac{1}{4}$ of said Section 11,
a distance of 106.50 feet; thence South parallel with the East
line of the SW $\frac{1}{4}$ of said Section 11, a distance of 320.48 feet,
more or less, to the Northerly right-of-way line of the
Michigan Central Railroad; thence Northwesterly along the
Northerly right-of-way line of the Michigan Central Railroad
690.39 feet, more or less, to a line parallel with the
1900.00 feet distant from the East line of the SW $\frac{1}{4}$ of said
Section 11; thence North along said line a distance of 109.21
feet; thence East parallel with the North line of the SW $\frac{1}{4}$ of said
Section 11 a distance of 706.50 feet to the point of beginning,
containing 4.00 acres, more or less, in the City of Gary,
Lake County, Indiana; subject to all legal highways.

Parcel No. 3. All that part of the following described tract
of land lying west of the center line of Michigan Street and
East of Parcel 2 as described above, being approximately
106.5 feet in width and 340 feet in length, more or less, to

See Exhibit A attached hereto for legal description of real estate
covered by the herein Agreement and substituted before the execution
hereof in place of the three parcels of real estate originally
described and set forth in the text hereof

00
00
00
00
00

the Northerly right-of-way of Michigan Central Railroad. Part of the SW $\frac{1}{2}$ Section 11, Township 36 North, Range 8 West of the 2nd P. M., more particularly described as follows: Commencing at a point on the North line of the SW $\frac{1}{2}$ of said Section 11 and 1193.50 feet West of the NE corner thereof; thence South parallel with the East line of the SW $\frac{1}{2}$ of said Section 11, a distance of 666.74 feet, to the point of beginning of this described parcel; thence East parallel with the North line of the SW $\frac{1}{2}$ of said Section 11 a distance of 307.75 feet; thence South parallel with the East line of the SW $\frac{1}{2}$ of said Section 11 a distance of 543.45 feet, more or less, to the Northerly right-of-way line of the Michigan Central Railroad; thence North-westerly along the Northerly right-of-way line of the Michigan Central Railroad 476.66 feet more or less to a point 1300 feet West of the East line of said Section 11; thence North parallel with the East line of the SW $\frac{1}{2}$ of said Section 11 a distance of 320.48 feet; thence East parallel with the North line of the SW $\frac{1}{2}$ of said Section 11 a distance of 106.50 feet; thence North parallel with the East line of the SW $\frac{1}{2}$ of said Section 11 a distance of 25.0 feet to the point of beginning, containing 4.00 acres, more or less in the City of Gary, Lake County, Indiana; Subject to all legal highways

and

WHEREAS, Purchaser is considering purchasing said premises and Seller is willing to sell the same and has given Purchaser an option to buy said premises at the purchase price and on the terms and conditions set forth in that certain instrument entered into between the Seller and the Purchaser of even date herewith entitled, "Option to Purchase Real Estate" ("Option Agreement"):

NOW, THEREFORE, in consideration of the foregoing and a sum of money paid by Purchaser to Seller under the Option Agreement, the receipt and sufficiency whereof is hereby acknowledged, it is hereby mutually covenanted and agreed by and between the Seller and Purchaser as follows:

1.

Seller does hereby grant, bargain and sell to Purchaser, its successors and assigns, the exclusive and irrevocable (except as otherwise in the Option Agreement provided) option to purchase said premises expiring at 9:00 o'clock p.m. (local time) on the 21st day of January, 1971, together with all appurtenances thereunto belonging, including but not limited to all right, title and interest, if any, of Seller in and to all appurtenant easements and the land lying in the bed of any street, opened or proposed, in front of or adjoining said premises, at the purchase price and on the terms and conditions set forth in said Option Agreement.

2.

Purchaser agrees that in the event it does not exercise its option

00000000

under the Option Agreement, or if, pursuant to the terms thereof, it terminates the Option Agreement or the contract of sale created through the exercise of the option thereunder, it will execute and deliver to Seller an instrument in form legally sufficient to clear the record of this instrument.

This Document is the property of the Lake County Recorder!

This instrument is executed and is to be recorded for the purpose of giving notice of the Option Agreement and this instrument is in no way intended to vary or supersede the terms and conditions of the Option Agreement. Any conflict or ambiguity between this instrument and the Option Agreement is to be resolved in favor of the Option Agreement, which shall at all times control.

IN WITNESS WHEREOF, the parties hereto have hereto set their hands and affixed their seals the day and year first above written.

SELLER:

P. Dawes
DAWES

PURCHASER:

GARY-HOBART WATER CORPORATION,

SEAL



By Leo Louis
Leo Louis, President

Attest

Edward Tracey
Edward Tracey, Secretary
STATE OF INDIANA, COUNTY OF LAKE: ss:

Before me the undersigned, a Notary Public in and for said county and state, personally appeared Leo Louis and Edward Tracey personally known to me to be the President and Secretary of Gary-Hobart Water Corporation, an Indiana corporation, and acknowledged the execution of the foregoing instrument for and on behalf of said corporation and to be their free and voluntary act and deed and the free and voluntary act of said corporation, this 22nd day of December, 1970.

My Commission Expires:

Gloria S. Kawicki
Gloria S. Kawicki Notary Public

STATE OF Indiana, COUNTY OF Lake: ss:

Before me the undersigned, a Notary Public in and for said county and state, personally appeared P. Dawes, a widow and not remarried and acknowledged the execution of the foregoing instrument this 23rd day of December, 1970.

My Commission Expires:

Matthew P. Doyen
Matthew P. Doyen Notary Public

This instrument prepared by:
Henry R. Sackett, Attorney at Law
569 Broadway, Gary, Indiana 46402

B4318

**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

Part SW $\frac{1}{4}$ Section 11, Township 36 North, Range 8 West of the 2nd P. M., more particularly described as follows: Commencing at a point on the North line of the SW $\frac{1}{4}$ of said Section 11 and 1900 feet West of the Northeast corner thereof; thence South 0°34'30" East and parallel with the East line of the SW $\frac{1}{4}$ of said Section 11 a distance of 308.44 feet to the point of beginning of this described parcel; thence continuing South 0°34'30" East a distance of 385.82 feet more or less to the Northerly right-of-way line of the Michigan Central R.R.; thence South 60°52'29" East along the Northerly line of said railroad a distance of 812.95 feet; thence North 0°34'30" West 377.8 feet; thence North 88°45'00" West and parallel to the North line of the SW $\frac{1}{4}$ of said Section 11 a distance of 25.01 feet; thence North 0°34'30" West a distance of 358.30 feet; thence North 88°45'00" West a distance of 681.5 feet to the point of beginning, containing 8.645 acres, more or less.

EXHIBIT A