

*2000 Spruce Street  
Hammond, IN 46324  
Attn: Estate Admin*

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DECLARATION OF EASEMENTS

661359

THIS DECLARATION is hereby made and entered into this 17th day of February, 1982, by CALUMET COLLEGE, INC., an Indiana Not-for-Profit Corporation (hereinafter referred to as "Owner")

W I T N E S S E T H T H A T:

WHEREAS, the Owner owns certain real estate situated in the City of Hammond, County of Lake, State of Indiana described on Exhibit "A" attached hereto and incorporated herein by reference, which real estate is hereby referred to as the subdivision and,

WHEREAS, Owner has or is about to subdivide said real estate into a subdivision known as ROBERTSDALE INDUSTRIAL to the City of Hammond, Indiana, which said subdivision shall consist of seven (7) areas designated as Blocks, together with streets and public ways, and,

WHEREAS, there are already various buildings and improvements located on and in the subdivision, which said buildings require necessary and appropriate sewer lines, water lines, and other utility lines, including, but not limited to electric, gas and telephone lines, hereinafter referred to as "Utilities" which said utilities traverse the entire area and are and will be necessary for the use of present and future buildings in the subdivision and,

WHEREAS, the Owner desires to define its rights and obligations and the rights and obligations of future owners of the real estate relative to the existence and use of such utilities,

**F I L E D**

MAR 5 1982

*Lucie O. ...*  
AUDITOR LAKE COUNTY

MAR 5 12 27 PM '82  
WILLIAM BELLEF...  
RECORDED

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NOW, THEREFORE, the Owner does hereby declare that:

1. All of the real estate in this subdivision is subject to non-exclusive cross-easements running with the land for the benefit of every parcel of real estate for the purpose of maintaining, repairing and using, all utilities presently installed.

Each owner may relocate such utility existing as of the date hereof within its own parcel from time to time, at the expense of such owner; provided, however, that such relocation will be performed only on thirty (30) days written notice to all other parties using the utility facilities, and provided, further, that the relocation will not reduce or impair the usefulness or function of the utility facility and will be performed at the sole cost and expense of the parties so relocating.

2. The easements and covenants hereby created shall be of perpetual duration and shall constitute easements running with the land. The easements and covenants shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the said owner has caused this instrument to be executed by the duly authorized officers the day, month and year above written.

CALUMET COLLEGE, INC.

BY: Rev. Louis Osterkay  
President

ATTEST:

William F. Warrum  
Secretary

