

*Robert King Jr.
1109 Broadway
Gary 46405*

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EASEMENT

This indenture made this 15th day of September, 19 79, by and between the JOHNSON TRANSPORT COMPANY, Inc., hereinafter referred to as GRANTOR, and GARY MUNICIPAL AIRPORT AUTHORITY DISTRICT, by and through its Board of commissioners, hereinafter referred to as GRANTEE.

WITNESSETH:

THAT WHEREAS, the Grantee is the owner and operator of the Gary Municipal Airport situated in the City of Gary, Lake County, Indiana, and in close proximity to the land of the Grantor and the Grantee desires to obtain and preserve for the use and benefit of the public a right of free and unobstructed flight for aircraft landing upon, taking off from, or maneuvering about the said airport, by the installation of certain ground electrical cables for approach lights.

NOW THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt whereof by Grantor is hereby acknowledged, the Grantor does hereby grant, sell and convey unto the Grantee, its successors and assigns, for the benefit of the general public at large an easement and right of way, to install, lay, erect, construct renew, operate, repair, replace and maintain a light flasher and electrical underground conduct supplying electrical power to flasher described as follows:

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MAR 12 12 03 PM '82
WILLIAM B. GLENN JR.
RECORDER

FILED

MAR 19 1982

EASEMENT ON JOHNSON TRANSPORT COMPANY, Inc. PROPERTY FOR ELECTRICAL CONDUCT TO BE BURIED APPROXIMATELY 3 FT. UNDERGROUND.

Louis O. ...
AUDITOR LAKE COUNTY

encencing at the intersection of center line of U.S. 12 Highway and the north right of way line of Riverside Drive; thence westernly along the north right of way of Riverside Drive a distance three hundred and forty (340') to the beginning of the easement; thence, north westernly at an angle of 24° 5' 15" along the extended center line of runway 30 to a point which is the north boundary of Johnson

* 40-92-9410 813 700

~~The~~
Transport Company property.

This easement shall exist forever and shall be a covenant running with the land and shall be binding upon the heirs, assigns and administrators of the parties hereto.

All of the work to be done herein upon said easement, shall be at the expense of the Grantee; the Grantor reserves the use of the above described land, not inconsistent with this grant, including the installation of walkways, hedges and shrubs, any farming, but no permanent buildings or structures shall be erected or placed on said strips of land by Grantor and no temporary buildings or structures, shall be placed on said strip of land without first obtaining the written consent of the Grantee.

Grantee shall have the right to ingress and egress across the property of the Grantor in order to properly perform its work and in the exercise of its easement, however Grantee agrees to restore the land substantially to its original condition after the completion of its work upon said easement.

These presents shall be binding upon the Grantor, its successors and assigns and upon all parties claiming by, through or under it, and the same shall inure to the benefit of the Grantee herein.

In witness whereof the Grantor has caused this Instrument to be signed this 15th day of September, 1979.

Willard A. Johnston President,
Grantor
Ira E. Johnston Secy
Grantor

Grantor

