

6  
725601

650 Madison St  
Gary In.

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT: That the State Armory Board for the State of Indiana, for the purpose of the Indiana Army National Guard Armory, having its main office and principal place of business in the City of INDIANAPOLIS, State of INDIANA, herein called the "Grantor", in consideration of the receipt of One Dollar (\$1.00) in hand paid to the Grantor, the receipt of which is hereby acknowledged, hereby grants and warrants as follows:

To Grantee, GARY-HOBART WATER CORPORATION, an Indiana Corporation, its successors and assigns, in perpetuity, the right at all times, and from time to time, to lay, construct, erect, install, maintain, operate, replace and renew, in, under, along and across the strip of land owned by the Grantor, described as follows:

Commence at the N.E. point of property line (from intersection of the West line of the S. E. ¼ and the northerly right-of-way line of the Michigan Central Railroads, thence South 60° 58' 37" East along said Northerly right-of-way line 679.50 feet; thence North 00° 44' 45" West and parallel to the West line of said S. E. ¼ a distance of 1188.31 feet, more or less) thence South 00° 44' 45" East a distance of 20 feet width of Easement parallel along the Southerly right-of-way of Interstate Highway No. 65 then North 53° 39' 44" West, 539.02'. Exhibit "A" attached is drawing showing 20 foot easement being granting herein.

SEP 15 1983  
WILLIAM BIESSNER  
RECORDER  
CLERK OF SUPERIOR COURT  
LAFAYETTE INDIANA

water main and a line or lines of pipe, together with all necessary and convenient service pipes, lines, connections, valves, hydrants, meters and appurtenances, including, but not limited to, any water mains and a line or lines of pipe, the service pipes, lines, connections, meters and appurtenances, which on the date hereof, are now in place, and to operate by means thereof, a system for the transportation, distribution and delivery of water to the public in general.

The Grantor reserves the use of the above described strip of land not inconsistent with this grant, but no buildings or structures shall be erected or placed on said strip of land by Grantor, and no removal of earth over said water facilities which would result in less than approximately five (5) feet of cover on said water facilities shall be permitted.

Access to the above described strip of land over the adjoining lands of the Grantor and those claiming by, through or under it, where necessary, is hereby granted to the Grantee herein provided, however, that wherever said water mains, lines of pipe, etc., as hereinbefore described, are accessible from an adjoining public street or highway, the access shall be from such street or highway.

FILED  
SEP 15 1983  
AUDITOR LAKE COUNTY

11/50/E  
620

The Grantee, its successors and assigns and licensees may cut or trim any and all trees, shrubs, underbrush, bushes, saplings, and other similar growths, now or hereafter growing upon or extending over the easement herein granted, insofar as may be reasonably necessary, in the exercise by the Grantee, its successors and assigns and licensees, of any and all of the rights and authorities herein and hereby granted to said Grantee, its successors and assigns. The exercise of this right by the Grantee herein shall not establish in said Grantor, or any parties claiming by, through or under it, any right or claim for damages to said trees, shrubs, underbrush, bushes, saplings, lawns or gardens, except for negligence by Grantee, its successors or assigns.

Full right and authority is hereby granted unto the Grantee, its successors and assigns, to assign, convey or set over, to another or other, the easement hereby granted, when not in conflict with the national defense interests.

The Grantor hereby warrants and covenants that is the the owner in fee simple of the above described strip of land and is lawfully seized thereof, and has good right to grant and convey said easement, and it does hereby guarantee and warrant that the said strip of land is free from all liens and ecumbrances, except current real estate taxes, and that it will warrant and defend the title to said easement against any and all lawful claims asserted by others than the parties hereto.

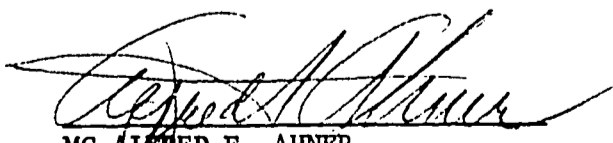
That the signing and delivery of this grant of easement by the Officers of the Grantor whose signatures have been affixed hereto have been duly and properly authorized, and directed by appropriate State Armory Board resolution of the Grantor herein, subject to approval of the Governor, State of Indiana.

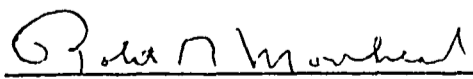
These presents shall be binding upon the Grantor, its successors and assigns, and upon all parties claiming by, through or under it, and the same shall inure to the benefit of the Grantee herein, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed by its President, attested by its Secretary, and its corporate seal to be hereunto affixed this 22nd day of AUGUST, 1983.

STATE ARMORY BOARD

ATTEST:

  
MG ALFRED F. AHNER  
Secretary-Treasurer, State Armory Board

BY:   
ROBERT G. MOORHEAD  
President, State Armory Board

Easement prepared by William P. Glynn III, Deputy Attorney General, Office of the Attorney General, State of Indiana

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared MG Robert G. Moorhead, President and MG Alfred F. Ahner, Secretary-Treasurer, respectively, of STATE ARMORY BOARD, and acknowledge the execution of the foregoing easement to be their free and voluntary act and deed.

Witness my hand and Notarial Seal, affixed at Indianapolis, Indiana, this 19th day of August, 1983.

Carolyn J. Kloess  
Notary Public

My Commission Expires: 22 Aug 85  
Resident of Johnson County.

CAROLYN J. KLOESS  
NOTARY PUBLIC STATE OF INDIANA  
JOHNSON CO.  
MY COMMISSION EXPIRES AUG 22 1985  
ISSUED THRU INDIANA NOTARY ASSOC.

APPROVED:

Robert D. Orr

ROBERT D. ORR  
Governor, State of Indiana

8/24/83

ATTEST:

Otis E. Cox  
OTIS E. COX  
Auditor, State of Indiana

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Governor Robert D. Orr, and acknowledged the execution of the foregoing easement on this 24<sup>th</sup> day of August, 1983.

Barbara L. Neider  
Notary Public

My Commission Expires: 2-25-84  
Resident of Maine County.

Barbara L. Neider



Easement prepared by William P. Glynn III, Deputy Attorney General, Office of the Attorney General, State of Indiana

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION

Before me, the undersigned, a Notary Public, in and for said County and State,  
personally appeared Otis E. Cox, Auditor, and acknowledged the execution  
of the foregoing easement on this 25<sup>th</sup> day of August, 1983.

Theresa M. Roney  
Notary Public  
Theresa M. Roney

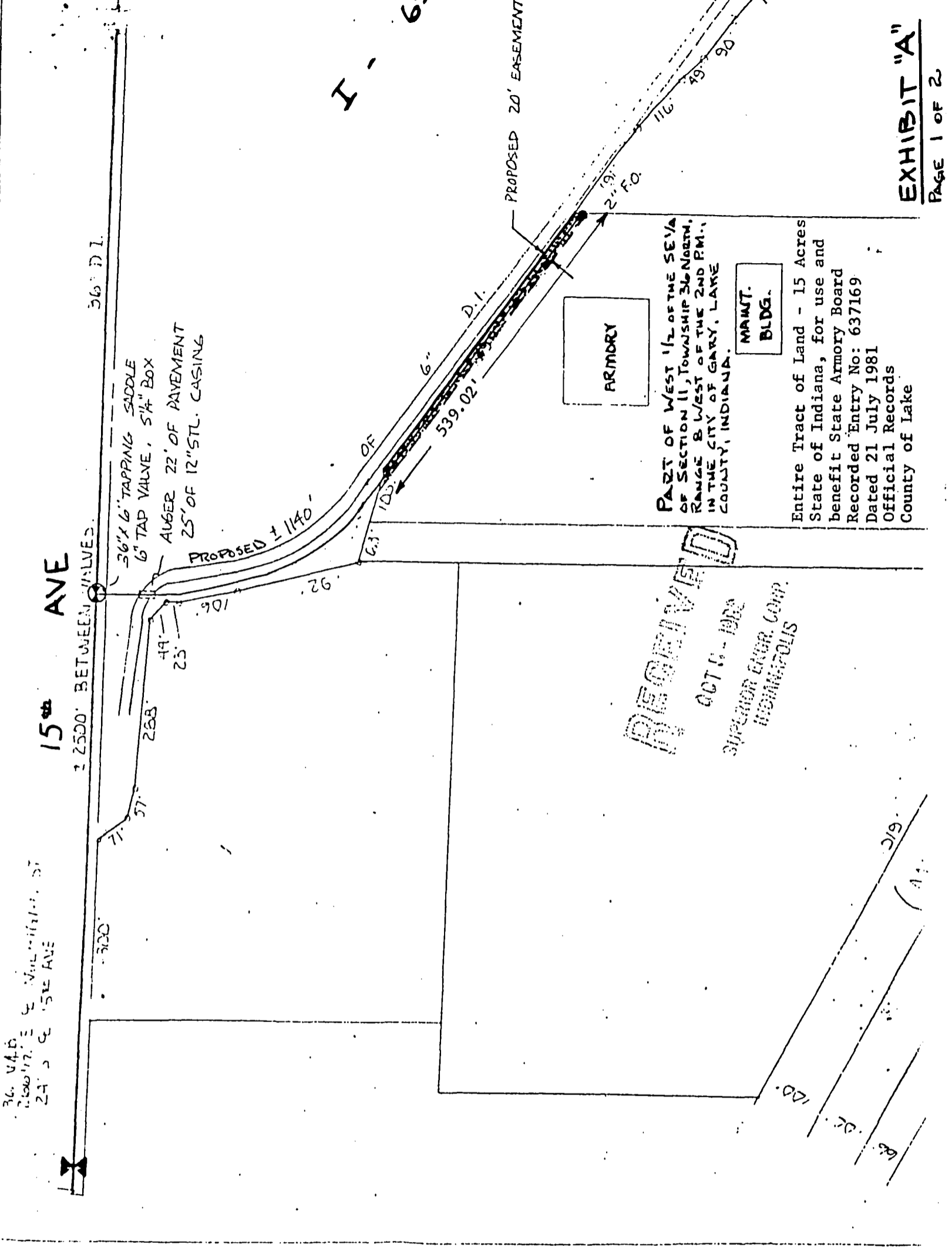
My Commission Expires: 1-19-87  
Resident of MARION County

Approved for form and legality:

Linley E. Pearson  
Linley E. Pearson  
Attorney General of Indiana

Easement prepared by William P. Glynn III, Deputy Attorney General, Office of the  
Attorney General, State of Indiana.

I - 65



And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires January 2, 19 82

*Matthew P. Dogan*  
Matthew P. Dogan, Notary Public

Resident of Lake County.

JUL 21 1981 Seal

*Lucie O. ...*  
AUDITOR LAKE COUNTY Seal

Seal

This instrument prepared by MATTHEW P. DOGAN, Attorney at Law  
626 West Ridge Road, Gary, Indiana 46408

Mail tax bills to:

4

637169

# WARRANTY DEED

*Col. M. S. ...  
...  
...*

This indenture witnesseth that MICHAEL J. HORKAVI

**EXHIBIT "A"**  
PAGE 2 OF 2

of LAKE County in the State of INDIANA

Convey and warrant to STATE of INDIANA, for the use and benefit of the STATE ARMORY BOARD of INDIANA,

of County in the State of INDIANA

for and in consideration of One Hundred Eighty Thousand (\$180,000.00) Dollars-----  
the receipt whereof is hereby acknowledged, the following Real Estate in LAKE County  
in the State of Indiana, to wit:

Part of the West 1/2 of the Southeast 1/4 of Section 11, Township 36 North, Range 8 West of the 2nd Principal Meridian, in the City of Gary, Lake County, Indiana, being more particularly described as follows: Commencing at the intersection of the West line of the Southeast 1/4 and the Northerly right of way line of the Michigan Central Railroad; thence South 60°58'37" East along said Northerly right-of-way line 69.12 feet to the true place of beginning of the parcel herein described; thence continuing South 60°58'37" East 610.38 feet; thence North 00°44'45" West and parallel to the West line of said Southeast 1/4 a distance of 1,188.51 feet, more or less, to the Southerly right-of-way of Interstate Highway No. 65; thence North 53°39'44" West, 539.02 feet; thence North 72°34'104" West, 104.98 feet; thence South 00°44'45" East, 1243.25 feet to the place of beginning, containing 15 acres.

Subject to the following:

1. Taxes for 1981 payable 1982.
2. Easements and restrictions of record, if any.

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
JUL 21 1 55 PM '81  
WILLIAM BIELSKI JR  
RECORDER

*split from  
40-53-2  
to  
40-53-21*

State of Indiana, LAKE County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 1st day of July, 1981  
personally appeared:

MICHAEL J. HORKAVI

Dated this 1st Day of July, 1981

*Michael J. Horkavi* Seal  
Michael J. Horkavi

Seal

**NON TAXABLE** Seal

JUL 21 1981 Seal

*Louis P. ...* Seal  
AUDITOR LAKE COUNTY

Seal

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires January 2, 1982

*Matthew P. Dogan*  
Matthew P. Dogan, Notary Public

Resident of Lake County.

This instrument prepared by MATTHEW P. DOGAN, Attorney at Law  
626 West Ridge Road, Gary, Indiana 46408

MAIL TO: