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*Hammond Water Dept.
6505 Columbia
Hammond*

STATE OF INDIANA
CLERK OF SUPERIOR COURT
FILED
OCT 17 2 16 PM '83
WILLIAM BIELSKI JR
RECORDER

EASEMENT AGREEMENT

For and in consideration of the sum of **ONE AND NO/100 DOLLARS (\$1.00)**, the receipt whereof is herein acknowledged, the undersigned, L. B. Foster Company (hereinafter called "Grantor"), for itself, its heirs, executors, administrators, successors and assigns hereby quitclaims to the Hammond Department of Water Works, Hammond, Indiana, a municipal corporation, its successors and assigns (hereinafter called "Grantee") the right to construct, operate, maintain, alter, replace, move and remove a water main and for that purpose quitclaims a permanent and a temporary easement, respectively, over the property described in Exhibit "A" hereto, located in the City of Hammond, Indiana.

The said Grantor shall have the right to fully use and enjoy the surface of said premises, and Grantee shall not unreasonably interfere with such rights.

Grantee agrees to pay to the Owner of said land and to any tenant or lessee thereof, as their respective interests may appear, any damages to fences, growing crops and timber which may be caused by constructing, altering, repairing, replacing, moving or removing the sewers and appurtenances hereunder, authorized.

Grantee agrees to restore the premises to their condition prior to the grant of this easement within a reasonable time.

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Lucie O. Smith
AUDITOR LAKE COUNTY

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Grantee, as part of the consideration given, hereby releases and waives any right to ask for or demand damages for, or on account of loss of, or damage to any property of Grantee that is in, upon or over the property and facilities of Grantor whether caused by the fault, failure or negligence of Grantor or otherwise.

Grantee also agrees to indemnify, protect and save harmless Grantor from and against any and all loss of, or damage to the property of Grantor, and from and against any and all loss of life or property or injury or damage to the person or property of any third person, firm or corporation (including the officers, agents and employees, of either party hereto), and from and against any and all claims, demands or actions for such loss, injury or damage, and any costs or expenses in connection therewith, caused by, in connection with, or resulting from the work, whether during or after completion of the work.

Grantee waives any and all claims it may have relating to operation, maintenance or condition of the former property of the Erie Lackawanna Railway Company within its jurisdiction. It is explicitly understood and agreed that this waiver includes, but is not limited to, any claims relating to the condition or maintainance of bridges, roadways or railroad crossings.

It is expressly understood and agreed that Grantor makes no warranty respecting its ownership of the premises.

This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall be deemed to constitute one instrument.

TO HAVE AND TO HOLD said right of way unto said Grantee, its successors and assigns forever.

The rights herein granted may be assigned in whole or in part.

It is understood that the person securing this easement is without authority to make any agreement in respect of the subject matter hereof not herein expressed.

IN WITNESS THEREOF the undersigned has hereto set their hand and seal this 14th day of October, 1983.

L. B. FOSTER COMPANY

By W. L. Karmo

ATTEST:

David L. Volz

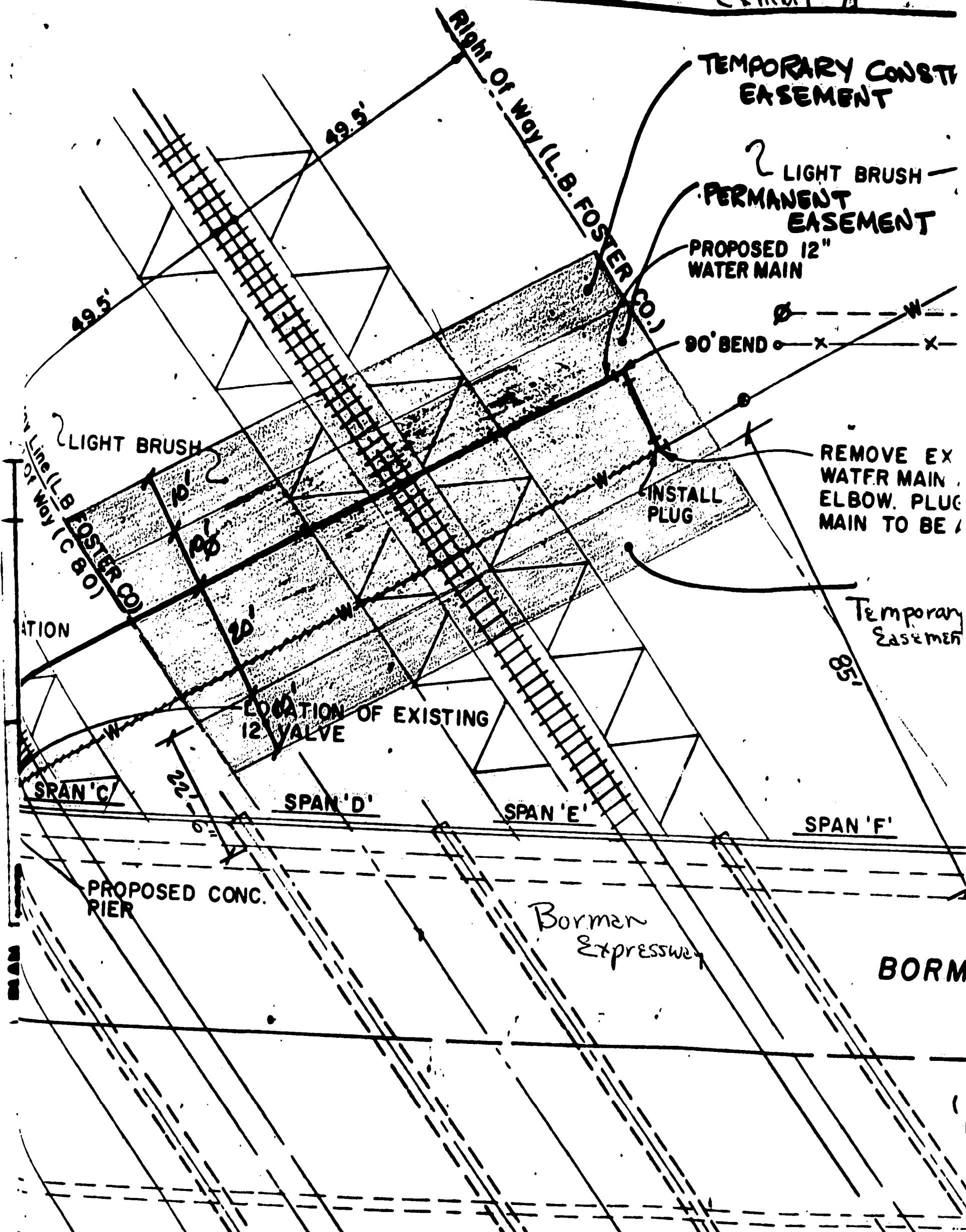
**HAMMOND DEPARTMENT
OF WATER WORKS**

By Edward J. Raskosky
Mayor

ATTEST:

Stany Kulik, City Clerk
By Dorothy Martin, City Deputy

Exhibit "A"



TEMPORARY CONST. EASEMENT

2 LIGHT BRUSH PERMANENT EASEMENT

PROPOSED 12" WATER MAIN

90' BEND

REMOVE EX. WATER MAIN ELBOW. PLUG MAIN TO BE

Temporary Easement

LIGHT BRUSH

LOCATION OF EXISTING 12" VALVE

INSTALL PLUG

SPAN 'C'

SPAN 'D'

SPAN 'E'

SPAN 'F'

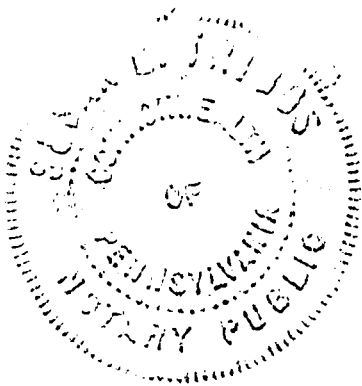
PROPOSED CONC. PIER

Borman Expressway

BORM

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

Before me a Notary Public in and for the County and State aforesaid personally appeared L. B. Foster Company by W. K. Kearns and David J. Volty its President and Assistant Secretary, they having authority to do so for and on behalf of said corporation executed the foregoing easement and acknowledged the same to be the voluntary act and deed of said corporation.

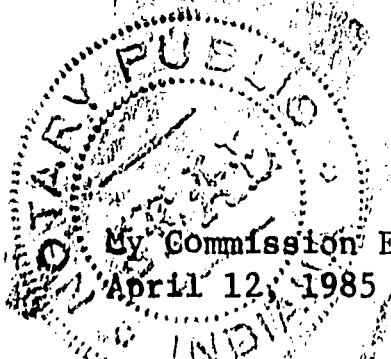


Susan L. Triggs

SUSAN L. TRIGGS, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES AUG. 27, 1984
Member, Pennsylvania Association of Notaries

STATE OF INDIANA)
)
COUNTY OF lake)

Before me a Notary Public in and for the County and State aforesaid personally appeared the Hammond Department of Water Works by Mayor Edward J. Raskosky and Stanley Kulik by Mary Martin its City Clerk and _____, they having authority to do so for and on behalf of said city executed the foregoing easement and acknowledged the same to be the voluntary act and deed of said city.



Mari B. Kish

4. Mari B. Kish, Notary Public

Residence: Lake County

This instrument prepared by the grantor, L. B. Foster, P. O. Box 2806, Pittsburgh, Pa.

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