

P.O. Box 11-486
Gary 46401

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E A S E M E N T

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KNOW ALL MEN BY THESE PRESENTS: That NSA V, an Indiana Limited Partnership, 126 E. Fifth St., Michigan City, IN 46360 having its main office and principal place of business in the City of Michigan City, IN., 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: Situated in Section 4, Township 36 North, Range 8, West of the Second Principal Meridian, in the Coutny of Lake, State of Indiana, described as follows:

The vacant twenty foot (20;) alley described as follows: Alley No. 4 West from the south right-of-way line of West 5th Avenue to the north right-of-way of Alley No. 5-A South, adjacent to the east property line of Lot No. 5 and the west property line of Lot No. 6 in Block No. 80, Gary Land Company's first subdivision in the City of Gary, Indiana.

44-80-43

FILED
WILLIAM BIELSKI, JR.
RECORDER
DEC 14 9 05 AM '84
STATE OF INDIANA, S.S. NO.
LAKE COUNTY
FILED FOR RECORD

water mains 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.

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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.

Full right and authority is hereby granted unto the Grantee, its successors and assigns, to assign, convey or set over, to another or others, the easement hereby granted.

The Grantor hereby warrants and covenants that it is 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 encumbrances, 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, approved and directed by appropriate corporate resolution of the Grantor herein.

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 19th day of September, 1984.

NSA V, an Indiana Limited Partnership
 BY Gerald P. Gulling
 Gerald P. Gulling, General Partner

~~ATTEST:~~

~~Secretary~~

