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Hobart City of
Clerk *Heasay*
414 Main St.
Hobart, Mo 64501
FILED
OCT 25 1985

E A S E M E N T

Lucie O. Smith
AUDITOR LAKE COUNTY

THIS EASEMENT GIVEN this 7th day of OCTOBER, 1985,
by Raymond H. Nelson, hereinafter called "Grantor", to the City of
Hobart, a Municipal Corporation, hereinafter called "Grantee".

W I T N E S S E T H :

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and
other good and valuable consideration, the receipt of which is hereby
acknowledged, the Grantor does hereby grant, convey and warrant to
the Grantee, its successors and assigns, a perpetual easement, with
the privilege and authority in the Grantee, its successors and
assigns, to enter upon, excavate, lay, erect, construct, install,
reconstruct, renew, operate, maintain, replace, repair and continue
a storm drainage sewer line, as a part of the Grantee's system and
works for the collection, carrying and disposal of storm drainage
water, as such storm drainage line shall be hereinafter located and
constructed on the real setate owned by the Grantor and described as
follows, to-wit:

Key # 17-25-16

Part of the Northeast Quarter of the Southwest
Quarter of Section 32, Township 36 North, Range
7 West of the 2nd Principal Meridian, in Lake
County, Indiana being more Particularly described
as follows:

A twenty (20) foot strip of land off the
entire side of the following described tract:
Beginning at a point on the southwesterly line of
Main Street which is 158.25 feet southeasterly of
the South line of Sixth Street; running thence
southeasterly along the southwesterly line of said
Main Street a distance of 55.1 feet; thence West
parallel with the North line of said tract a distance
of 163 feet more or less to the East line of State
Street; thence North along the East line of State St.
a distance of 50 feet more or less to a point due
West of the place of beginning; thence East 143.3
feet to the place of beginning.

The Grantee, its successors and assigns, shall have the right
to enter along, over and upon said easement to repair, relocate,
service and maintain such storm drainage line and to make such al-
terations and improvements in the facilities thereof as may be nec-
essary or useful and may remove from the easement and right-of-way
any encroaching trees, buildings or other obstructions to the free
and unobstructed use of such easement and to build and maintain all
necessary intakes, catch basins and other devices incident to such
storm drainage system, and Grantee shall have the right of ingress
and egress over adjoining premises and lands, only for temporary
periods and shall not otherwise enter upon said lands adjoining
said easement.

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CLERK
LAKE COUNTY

Grantee covenants that in the installation, maintenance or operation of its sewer and appurtenances on said tract of land in which a perpetual easement is hereby granted, Grantee will restore the area disturbed by its work to as near the original condition as is practicable.

Grantee further covenants that a storm water inlet for surface water shall be constructed within the easement and connected to the storm sewer, approximately 50 feet East of the West property line of the parcel described above. The exact location of the inlet shall be at a location mutually agreeable to the parties.

Grantor herein covenants for itself, its grantees, successors and assigns that it will not erect or maintain any sewer system and appurtenances on said tract of land in which the perpetual right-of-way and easement is hereby granted, except by express permission from the Grantee in writing and in accordance with the terms thereof.

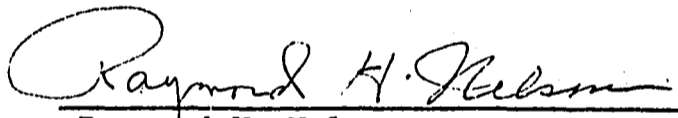
Grantor hereby covenants that it is the owner in fee simple of said real estate, is lawfully seized thereof and has a good right to grant and convey the foregoing easement therein. Grantor guarantees the quiet possession thereof to Grantee and Grantor will warrant and defend Grantees title to said easement against all lawful claims.

Grantor further warrants that said real estate is free from any and all encumbrances, except the following:

1. Current taxes.
2. Covenants, easements and restrictions of record, mortgage, if any.


IN WITNESS WHEREOF, the Grantor has executed this easement the day and year first written above.

STATE OF INDIANA)
COUNTY OF LAKE) SS:


Raymond H. Nelson

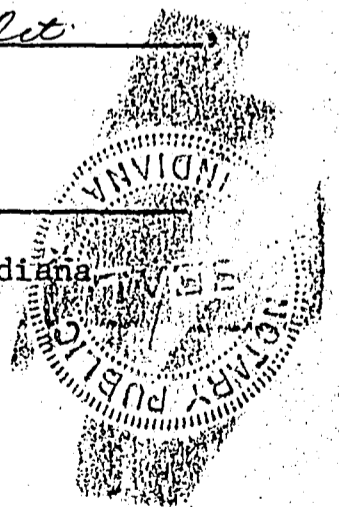
Before me, a Notary Public in and for said County and State, personally appeared the Grantor herein, Raymond H. Nelson, who acknowledged the execution of the above and foregoing easement as his free and voluntary act and deed.

WITNESS my hand and Notarial Seal this 7 day of Oct, 1985.


Notary Public
Residing in Lake County, Indiana

My commission expires:

2-27-89



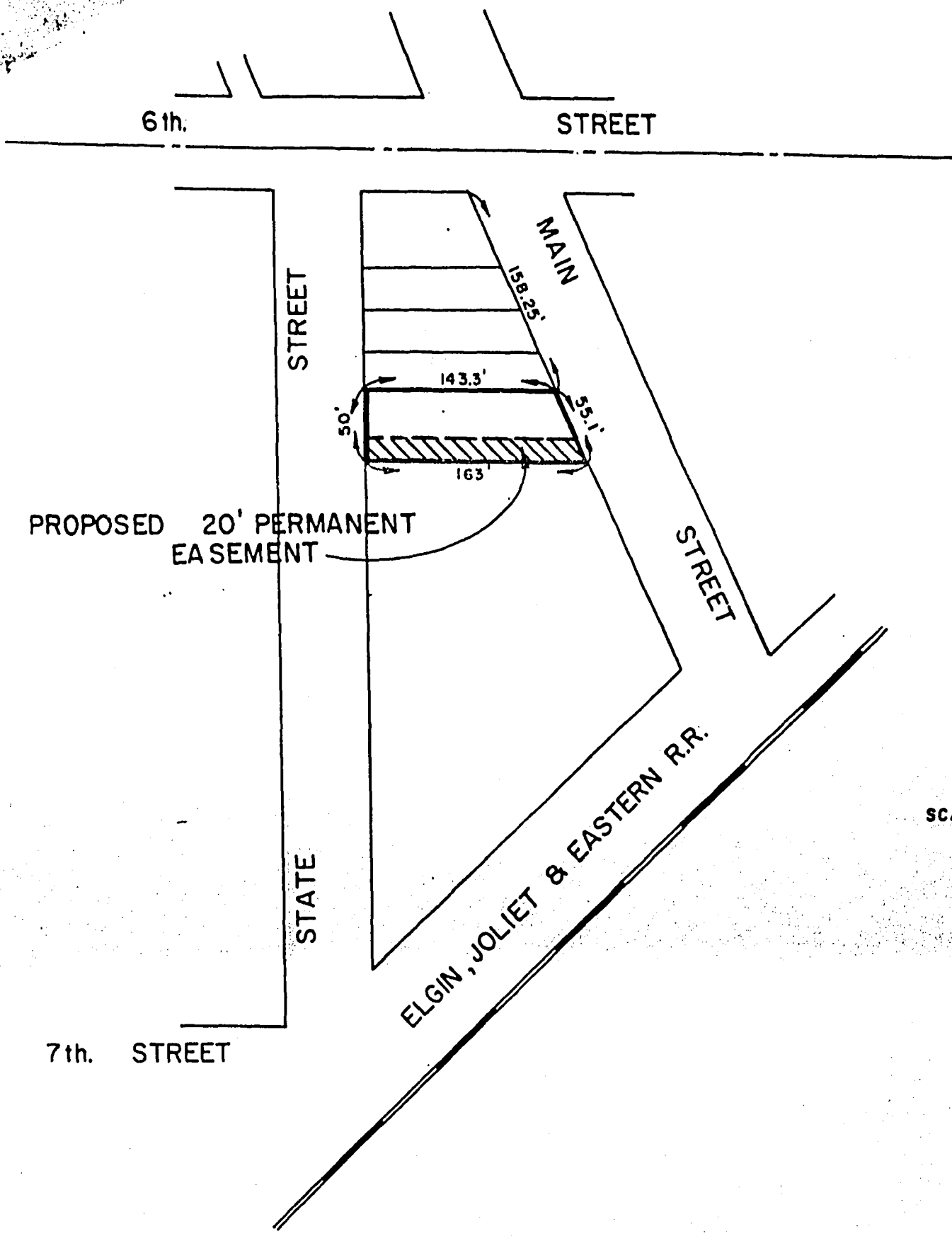


EXHIBIT "A"

OWNER: RAYMOND H. & CLARA R. NELSON

RAYMOND H. AND CLARA R. NELSON
EASEMENT

Part of the Northeast Quarter of the Southwest Quarter of Section 32, Township 36 North, Range 7 West of the 2nd Principal Meridian, in Lake County, Indiana being more particularly described as follows;

A twenty (20) feet strip of land off the entire south side of the following described tract:

Beginning at a point on the southwesterly line of Main Street which is 158.25 feet Southeasterly of the South Line of Sixth Street; running thence Southeasterly along the Southwesterly line of said Main Street a distance of 55.1 feet; thence West parallel with the north line of said tract a distance of 163 feet more or less to the east line of State Street; thence north along the east line of State Street a distance of 50 feet more or less to a point due west of the place of beginning; thence east 143.3 feet to the place of beginning.