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Sherman + Allegretti 5500 Kladman Ave Suito C Shud 146320-1935—

## EASEMENT FOR UNDERGROUND SEWER LINES

KNOW ALL MEN, That HAMMOND PUBLIC LIBRARY, an Indiana Municipal Corporation, (herein called the "Grantor"), in consideration of the sum of ten dollars (\$10.00) and other valuable consideration, in hand paid to the Grantor, hereby grant to HAMMOND SANITARY DISTRICT, an Indiana Municipal Corporation, and to its successors and assigns, (herein called "Grantee"), an easement, right and authority, from time to time, to construct, erect, maintain, operate, repair, replace, renew and remove towers and poles, and to string, install, construct, erect, maintain, operate, repair, replace, renew and remove wires, cables, conductors, guy wires, and other necessary equipment upon and between such towers and poles, and to also install, construct, maintain, operate, repair, replace, renew and remove underground sewers, manholes and other necessary appurtenances, in such underground sewers together with al F the rights and privileges necessary or convenient for the full, enjoyment or use thereof, for the purposes herein desenthed," including the right of ingress and egress to and from the strip of easement land, over adjoining lands of Grantor and the right to trim, or control by herbicides, or at Grantee's option, to remove any underground root system which may, in the sole judgment of Grantee, endanger the safety of, or interfere with the user or or enjoyment of, any of Grantee's facilities, of including the right to clear and keep cleared such obstructions from the surface and subsurface of said premises as may be necessary for the installation and maintenance of such facilities, and to operate by means thereof one or more sewer lines for the public in general, in, upon, along and over a strip of land or right-of-way situated in Section 7, Township 36 North, Range 9 of the Second Principal Meridian, in the county of Lake, State of Indiana, described as follows:

Key 37-21-4

A strip of land or right-of-way in the Southwest quarter of the Southeast quarter of Section 7, Township 36 North, Range 9 West of the Second Principal Meridian in the City of Hammond, Lake County, Indiana, lying 7.5 feet on each side of a centerline, said centerline described as commencing at a point in the South line of 172nd Street 135.0 feet East of the East right of way line of 80-foot wide Columbia Avenue thence South on a straight line a distance of 114 feet to a point which is 133.6 feet East of said East right of way line of Columbia Avenue

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A 15-foot wide strip of land or right-of-way (measured East and West) lying 7.5 feet on each side of a centerline, which centerline is 132.8 feet East of and parellel to the East right of way line of 80-foot wide Columbia Avenue, and which centerline lies between a point that is 231.09 feet South of the North line of the North half of the Southwest quarter of the Southeast quarter of Section 7, Township 36 North, Range 9 West of the Second Principal Meridian and a point that is 256.09 feet South of said North line of the North half of the South half of the Southwest quarter of the Southeast quarter of said Section 7, all in the City of Hammond, Lake County, Indiana.

Located in real estate commonly known as:

7203 Columbia Avenue Hammond, Indiana 46324

Any underground facilities of the Grantee shall be at least 24 inches below the surface of the soil, as the surface now exists.

Any damages to the crops, tile, fences, or buildings of the Grantor on said right-of-way, or on lands of the Grantor adjoining the said right-of-way, done by the Grantee in the construction, erection, installation, repair, replacement or renewal of said sewers or equipment, shall be promptly paid by the Grantee. Patrolling said lines shall not constitute grounds for a claim for crop damage.

The Grantor reserves the use of the above described land not inconsistent with this grant, but no buildings shall be placed on the right-of-way by Grantor.

Grantor covenants and agrees not to cut, make excavations beneath, fill or permit fill to be placed upon the surface of the real estate herein described without the written consent of Grantee.

The Grantee shall and will indemnify and save the Grantor harmless from and against any and all damage, injuries, losses, claims, demands or costs proximately caused by the fault, culpability, or negligence of the Grantee in the construction, erection, maintenance, operation, repair or renewal of said line or lines and the structures and appurtenances connected therewith.

The undersigned Grantor hereby covenants to be the owner in fee simple of said real estate, lawfully seized thereof, with good

right to grant and convey said easement herein, and guarantees the quiet possession thereof, that the said real estate is free from all encumbrances, and that the Grantor will warrant and defend the title to the said easement against all lawful claims.

These presents to be binding on the heirs, executors, administrators, grantees and assigns of the Grantor, and upon the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has duly executed this instrument this 25th day of July , A.D. 1985.

ATTEST: HAMMOND PUBLIC LIBRARY

Lana L. Ayala, Secretary (SEAL) By: Michard S. Spisak, President

Personally appeared before me the undersigned, a

Notary Public, the within named Richard S. Spisak, President, and Lana L. Ayala, Secretary, acting for and on behalf of Hammond Public Library, who acknowledged the execution of the foregoing instrument to be their voluntary act and deed.

Witness my hand and notarial seal this  $\underline{25th}$ day of  $\underline{July}$ , 1985.

Mary Ann MItchell, Notary Public

My Commission Expires:

Dec. 14,1988

County of Residence:

Lake

This instrument was prepared by Andrew J. Fetsch, Attorney at Law, 5900 Hohman Avenue, Hammond, Indiana 46320.