

872126

KNOW ALL MEN BY THESE PRESENTS: That Lake County Trust Company,  
as Trustee under Trust No. 1637

having its main office and principal place of business in the County of  
Lake, 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:

PARCEL I: *Key # 49-56-88*  
The North 20 feet of the East 253.77 feet of the  
Northwest Quarter of the Northwest Quarter of  
Section 25, Township 36 North, Range 9 West of  
the 2nd P.M. in Lake County, Indiana.

PARCEL II: *Key # 49-497-10*  
The North 20 feet of Lot 9 in Kecks Subdivision, as  
per plat thereof in Plat Book 29, page 90, in Lake  
County, Indiana.

**FILED**

AUG 29 1986

*Paul's Office*  
AUDITOR LAKE COUNTY

AUG 29 9 38 AM '86  
STATE OF INDIANA  
CLERK OF SUPERIOR COURT  
LAKE COUNTY

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.

*700  
66*

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 5<sup>th</sup> day of AUGUST, 19 86.

Lake County Trust Company, as  
Trustee Under Trust No. 1637  
BY SEE SIGNATURE PAGE ATTACHED  
President

ATTEST:

SEE SIGNATURE PAGE ATTACHED  
Asst. Secretary

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trust Company, because of this instrument or as a result of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President & Trust Officer and attested by its Assistant Secretary this 5th day of August, 1986.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated October 12, 1970 and known as Trust No. 1637.

By: Donna LaMere  
Donna LaMere, Vice President & Trust Officer

ATTEST:

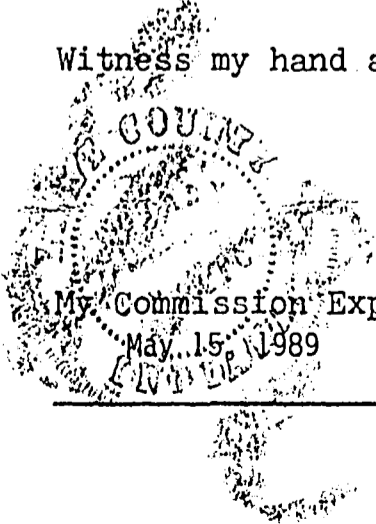
By: Charlotte L. Keilman  
Charlotte L. Keilman, Assistant Secretary

STATE OF INDIANA )  
                          )SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the within named Donna LaMere, as Vice President & Trust Officer and Charlotte L. Keilman, as Assistant Secretary of the Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act acting for such corporation, as Trustee.

Witness my hand and seal this 5th day of August, 1986.

Angeline Bravos  
Angeline Bravos - Notary Public  
Resident of: Lake County.



This instrument prepared by:  
Nick Katich  
8585 Broadway  
Merrillville, In. 46410