

Gary-Hobart Water Corp.
650 Madison St.
P.O. Box No. 484
Gary 46401

876348

CONSENT TO ENCROACHMENT

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This Indenture executed as of this 19th day of September,
1986, WITNESSETH:

WHEREAS, the following described parcel of real estate in LAKE
County, State of Indiana, to wit:
KEY 41-172-6 & 8
Lots 6, 7 and 8, Block 1, Broadway Home Acres, in the City of Gary,
as shown in Plat Book 16, page 17, in Lake County, Indiana.

FILED

SEP 22 1986

is subject to a public utility easement which is reserved for the use of public utility companies for the installation, operating and maintenance of poles, mains, ducts, lines of wires and other facilities and equipment, and

John O. ...
AUDITOR LAKE COUNTY

WHEREAS, the present owner or owners of record of the above-described parcel of real estate have a refrigerator storage cooler which encroaches on the fifteen (15) foot easement of record, as recorded on October 22, 1923
in Plat Book 16, page 17 in Lake County, Indiana.

WHEREAS, said refrigerator storage cooler could interfere with the operation of the undersigned public utility.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the undersigned public utility, Gary-Hobart Water Corporation, does hereby grant, without warranty and only to the extent that it has the right to do so, unto the present owner or owners of record, its successors and assigns, its consent to the location of said refrigerator storage cooler as previously described upon said public utility easement, to the extent said public utility easement is applicable to Gary-Hobart Water Corporation. The execution of this Consent by the undersigned is not to be construed in any manner as a license for further encroachment on said utility easement.

SEP 22 10 32 AM '86
RUDOLPH CLAY
RECORDER
STATE OF INDIANA
LAKE COUNTY
OFFICE OF RECORDER

The encroachment of said building appurtenance on said easement is subject and subordinate at all times to the paramount rights of Gary-Hobart Water Corporation to use the easement described in real estate for all public utility and corporate purposes, and to the right of Gary-Hobart Water Corporation to enter upon said land at any time and from time to time for the purpose of constructing and installing, maintaining and operating its facilities and any and all equipment and facilities which is deems necessary or advisable in its public utility and corporate purposes, all without any liability whatsoever on

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the part of Gary-Hobart Water Corporation to the present owners of record of said real estate, their respective heirs, administrators, executors, successors and assigns for damage of any kind to said present owners of record of said real estate, their respective heirs, administrators, executors, successors and assigns or their property.

The present owner or owners of record of the above-described parcel of real estate, its respective successors and assigns, shall indemnify and save harmless the undersigned public utility, against any and all damage and loss that may result to the equipment or any property owned and used by said public utility and from and against any and all legal or other expenses, claims, costs, losses, suits, judgement for damages or injuries or death resulting to persons or property by reason of the location of said building upon, over and across said public utility easement.

This consent in no way relieves the owner or owners of record to said above-described parcel of real estate, its successors and assigns, from the restrictions, if any, to which said real estate is made subject by deed or otherwise, and the restrictions contained in all applicable zoning ordinances and Master Zoning Plans.

IN WITNESS WHEREOF, Gary-Hobart Water Corporation has caused this instrument to be executed by C. A. Froman, President and attested by C. J. O'Brien, Assistant Secretary, this 19th day of September, 1986.

GARY-HOBART WATER CORPORATION

By *C. A. Froman*
C. A. Froman, President

By *C. J. O'Brien*
C. J. O'Brien, Assistant Secretary

IN WITNESS WHEREOF, we the undersigned owners of said real estate agree to the terms and conditions of the foregoing consent.

By *William P. Reiland* R453-9353-0007
William P. Reiland

By *JoAnn Reiland* R453-4373-3909
JoAnn Reiland

