

EA 37428

RIGHT-OF-WAY GRANT

138308

This Right-of-Way Grant made and entered into by and between Northern Indiana Public Service Company, an Indiana Corporation, hereinafter called "Grantor", and the Town of Merrillville, hereinafter called "Grantee",

Witnesseth:

It is hereby agreed by and between Grantor and Grantee that for and in consideration of ten (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor to the extent its title permits it to do so does hereby grant to Grantee, but without warranty of any kind or nature, the nonexclusive

right, permission and license to use a portion of right-of-way for a landscaped monument(s) and other appurtenances related thereto, which portion is more particularly described as follows:

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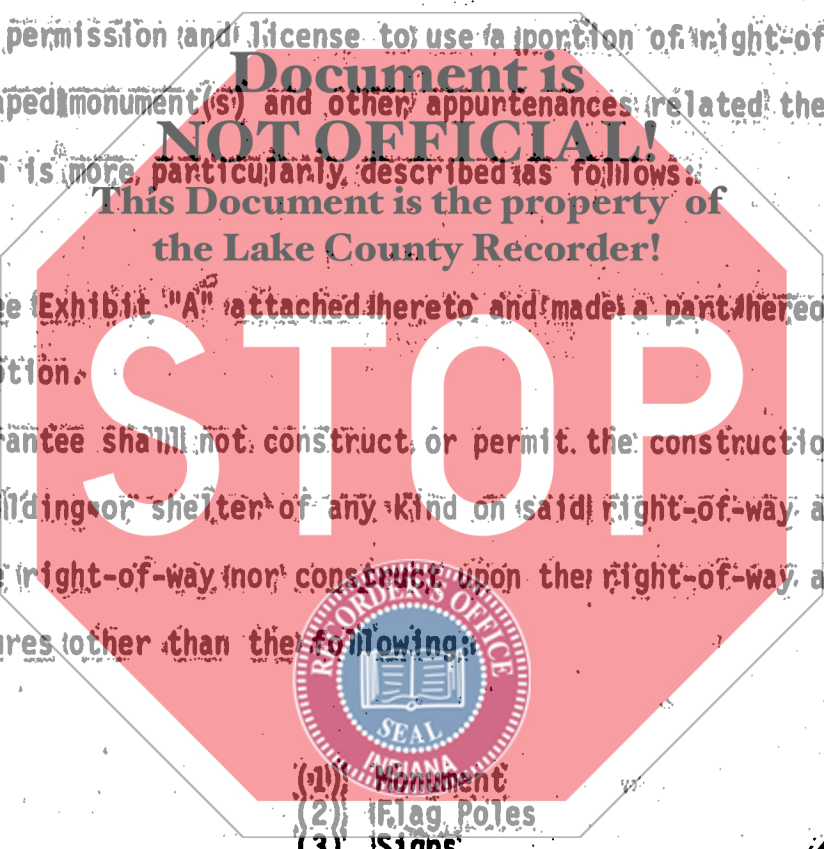
See Exhibit "A" attached hereto and made a part hereof for legal description.

Grantee shall not construct or permit the construction of any building or shelter of any kind on said right-of-way and shall not use the right-of-way nor construct upon the right-of-way any permanent structures other than the following:

- (1) Monument
- (2) Flag Poles
- (3) Signs
- (4) Street Lights

Grantee shall keep and maintain said right-of-way in a clean and orderly condition at all times, and shall maintain all its facilities placed thereon in a good and safe condition.

This license is for an initial period of one year from the date hereof, and continuing year-to-year thereafter. Provided, however, that said license may be terminated by either party hereto giving to the other party at least thirty (30) days written notice of its election to terminate this license.



STATE OF INDIANA/S.S. No.
LAKE COUNTY
FILED FOR RECORD
DEC 12 9 07 AM '90
RECORDERS OFFICE

15-28-17
FILED

DEC 10 1890

Anna M. Anton
AUDITOR LAKE COUNTY

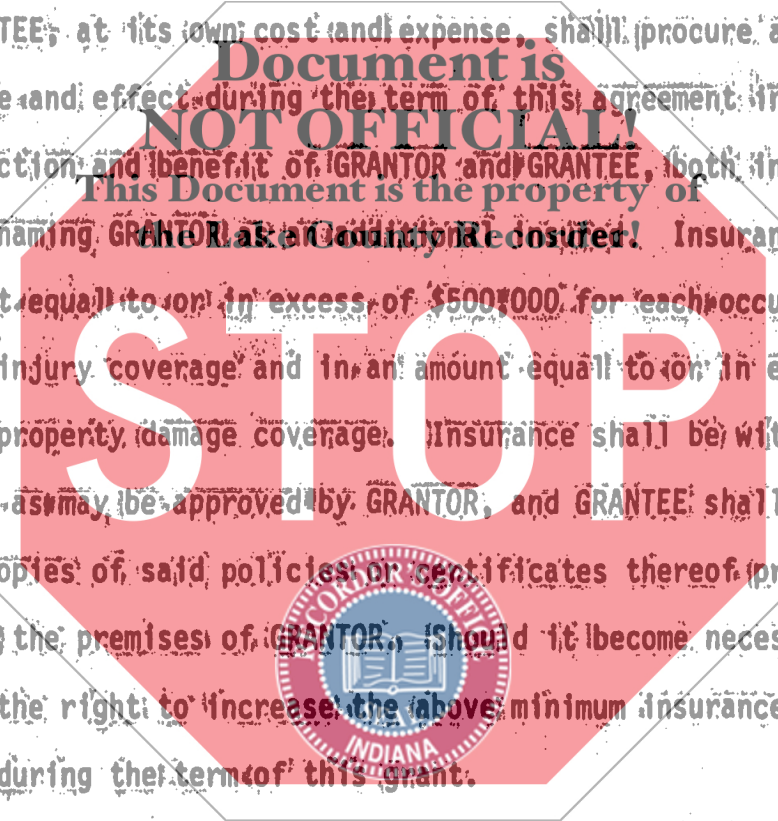
27.00

0017

Grantee hereby agrees to defend and indemnify and save grantor harmless from any and all liability, claims and expenses including attorney's fees, that may arise or may be made for any inquiry, loss of life and loss or damage of any kind or nature whatsoever, including any and all damages, either to GRANTOR or GRANTEES, their agents, or invitees, or to any other persons, corporations or organizations resulting from or in any way connected with or in consequence of, the requested use or occupancy of the Right of Way herein described by GRANTEE, GRANTEE's agents, employees or invitees, including ingress thereto or egress therefrom pursuant to the permission herein granted; and further, to reimburse pay and compensate Grantor for any such damage to the use herein sought by Grantee and to defend any lawsuits against Grantor seeking such damages.

GRANTEE, at its own cost and expense, shall procure and keep in full force and effect during the term of this agreement insurance for the protection and benefit of GRANTOR and GRANTEE, both individually and jointly, naming GRANTOR as a primary insured. Insurance shall be in amount equal to or in excess of \$500,000 for each occurrence for personal injury coverage and in an amount equal to or in excess of \$500,000 property damage coverage. Insurance shall be with such companies as may be approved by GRANTOR, and GRANTEE shall deliver to GRANTOR copies of said policies or certificates thereof prior to occupying the premises of GRANTOR. Should it become necessary, GRANTOR reserves the right to increase the above minimum insurance coverages at any time during the term of this grant.

The rights granted hereunder to Grantee are subordinate to the paramount right of Grantor to use its property for all utility and corporate purposes; and in the event Grantor's intended use of its property is such that it is necessary or desirable that the monument installed by Grantee or any part thereof, be relocated moved or rearranged within or upon said property, then, and in such event, Grantee shall at its own cost, risk and expense make any relocation, movement, or rearrangement of said monument as is necessary within sixty (60) days after being notified in writing by Grantor to do so.



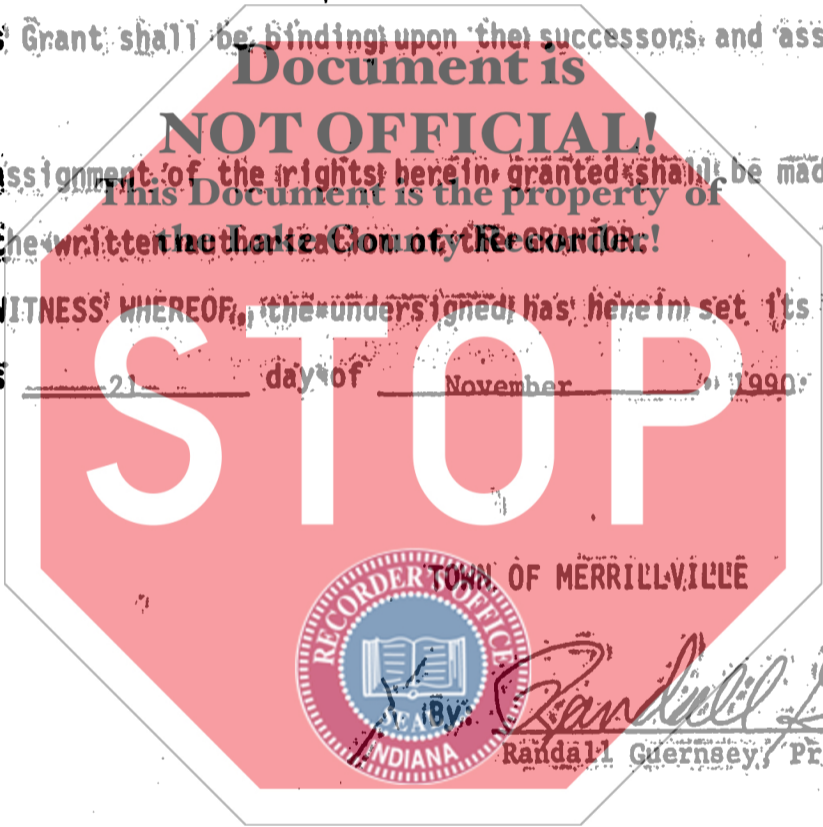
Grantee shall, upon its abandonment of said monument or termination of this agreement, remove said monument from the property of Grantor at its own risk and expense and restore said property to the same or as good condition as the same was in immediately prior to such removal. If Grantee fails or refuses to remove said Monument within a reasonable time after the abandonment or the termination of this agreement, Grantor may remove the same and Grantee hereby expressly agrees to reimburse Grantor for any expense incurred in connection therewith.

Grantee further agrees to pay or reimburse Grantor for any general property taxes or special assessments which may result from the use or improvement of the aforementioned right-of-way, by Grantee under the terms of this grant.

This Grant shall be binding upon the successors and assigns of GRANTOR.

No assignment of the rights herein granted shall be made by GRANTEE without the written authority of the GRANTOR.

IN WITNESS WHEREOF, the undersigned has herein set its hand and seal this 21 day of November 1990.



Randall Guernsey
Randall Guernsey, President of Town Council

ATTEST:

NORTHERN INDIANA PUBLIC SERVICE COMPANY.

Stephan P. Adik
Stephan P. Adik Vice President

ATTEST: *[Signature]*
P. R. Homrich, Acting Secretary
NORTHERN INDIANA PUBLIC SERVICE COMPANY
INDIANA
D42-0117-C

THIS DOCUMENT PREPARED BY
DON W. CARNAHAN

STATE OF INDIANA

COUNTY OF Lake

Personally appeared before me the undersigned, a Notary Public in and for said county and state:
Randall Guernsey



who acknowledged the execution of the foregoing instrument to be _____ voluntary act and deed.

WITNESS my hand and notarial seal this 23 day of October, 1990

Kathryn D. Schmidt (SEAL)
Kathryn D. Schmidt Notary Public

My Commission expires 06/07/92

STATE OF INDIANA

COUNTY OF _____

Be it Remembered that on this _____ day of _____, 19____, before me, a Notary Public in and for the County and State aforesaid, personally appeared _____

_____ a corporation, by _____ and _____

Vice President and _____ Secretary, respectively, and acknowledged the execution of the above and foregoing instrument.

Witness my hand and notarial seal the day and year first above written:

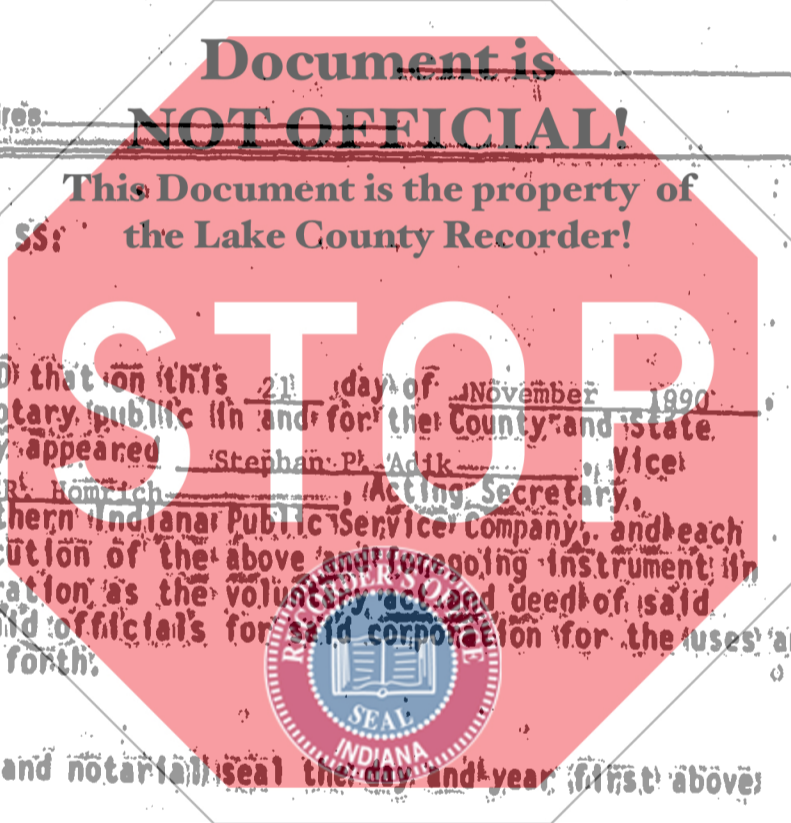
My Commission expires _____

Notary Public (SEAL)

STATE OF INDIANA

COUNTY OF LAKE

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BE IT REMEMBERED that on this 21 day of November 1990 before me, a notary public in and for the County and State aforesaid, personally appeared Stephan P. Adik Vice President, and P.R. Homrich Acting Secretary, respectively, of Northern Indiana Public Service Company, and each acknowledged the execution of the above and foregoing instrument in behalf of said corporation as the voluntary act and deed of said corporation and of said officials for said corporation for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first above written:

Don W. Carnahan
Notary Public

A Resident of _____ County

My Commission Expires: _____

DON W. CARNAHAN
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. OCT. 1-1-1994

STATE OF INDIANA

COUNTY OF _____

ISS: _____

Checked By DON W. CARNAHAN
Date 11-21-90
District CAV
Contract File No. 37478
Charge Acct. No. CR11-51

Document is
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STOP



(IN Route No. 53)

N. 0°-08' E. f & Broadway

154.8'

40'

91.74'

R/W Line Broadway
(IN Route No. 53)

5006.73 S.F.
0.115 Ac.

Abandoned Northerly R/W Line Of
And Ohio Railway Company
142.84'
N. 49°-42' W.

Curve

Mon. @ Sec. Corner.



SCALE: 1" = 20'

The Chesapeake

**Document is
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STOP



A parcel of land located in Township Fifteen (15), Township all being in Merrill described as follows:

Commencing at a Northwest Quarter of Fifteen (15), Township 89° 39' -30" East of the center line of the Northwest Quarter of Fifteen (15), a distance of 40 feet to the west line of the north right-of-way line, also known as the intersection of the right-of-way line, thence continuing along the right-of-way line a distance of 91.74 feet to the line of the Chesapeake, thence 49° -42' East, a distance of 100 feet, to a point on Chesapeake Avenue, thence along the line of said North right-of-way line and being along a distance of 10 feet as described and

I, Roger T. Nawrot, be
Indiana, do hereby cer

engineers / architects / planners
south bend, indiana 46615
indianapolis, 46240
merrillville, 46410
chesterton, 46304



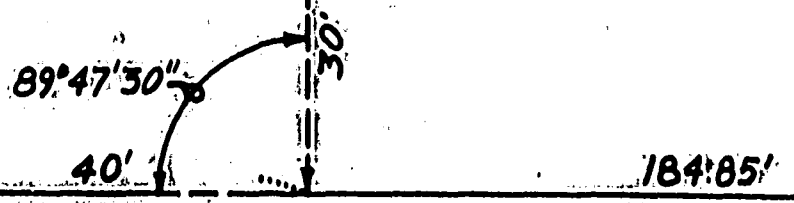
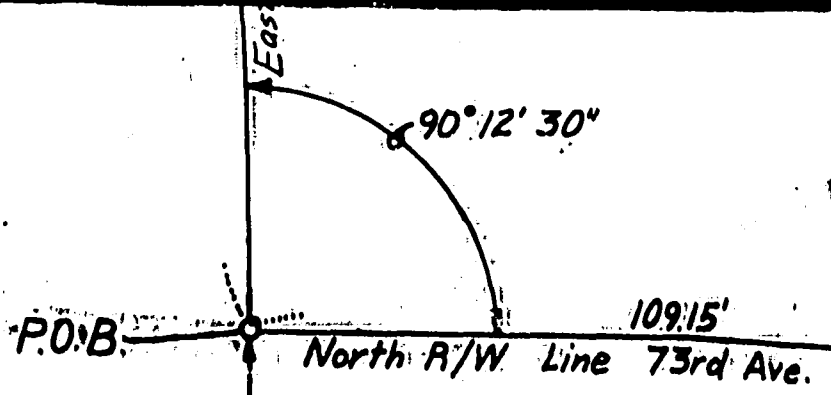
DESCRIPTION

...d in the Northwest Quarter (NW 1/4) of Section
Thirty-Five (35) North Range Eight (8) West and
...le, Lake County, Indiana; and more particularly

...onument found at the southwest corner of said
(NW1/4) of Section Fifteen (15), thence South
(Bearing Assumed) along the south line of said
(NW1/4) of Section Fifteen and also being along
a public street, now known as 73rd Avenue, a
feet; thence North 00°-08" East, parallel with
the Northwest Quarter (NW1/4) of said Section
stance of 30.00 feet to a point of intersection
t-of-way line of 73rd Avenue with the east
of a public street, now known as Broadway and
iana State Route No. 53, said point of
g the point of beginning of this description
North 00°-08" East, along said east
of Broadway (IN Route No. 53) a distance of
point on the northerly abandoned right-of-way
peake and Ohio Railway Company; thence South
ong said northerly abandoned right-of-way line
Ohio Railway Company, a distance of 142.84
on the north right-of-way line of said 73rd
th 89°-39'-30" West, parallel with the south
west Quarter (NW1/4) of Section Fifteen (15)
he north right-of-way line of said 73rd Avenue,
15 feet to the point of beginning of this
containing 5007 square feet.

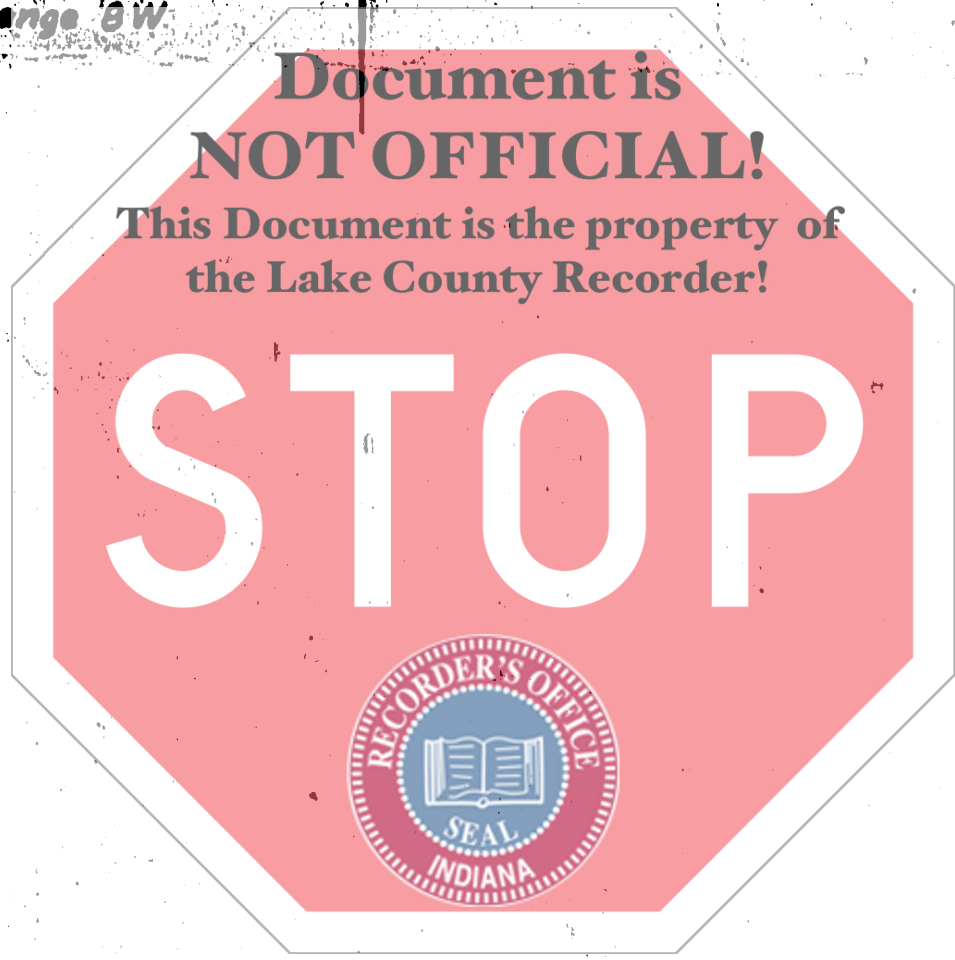
...ng a Registered Land Surveyor, in the State of
...fy that I have supervised the survey of the

2-90	no.	by	date



Mon. ● NW 1/4 Cor. Sec. 15
 Township 35 N
 Range 8 W

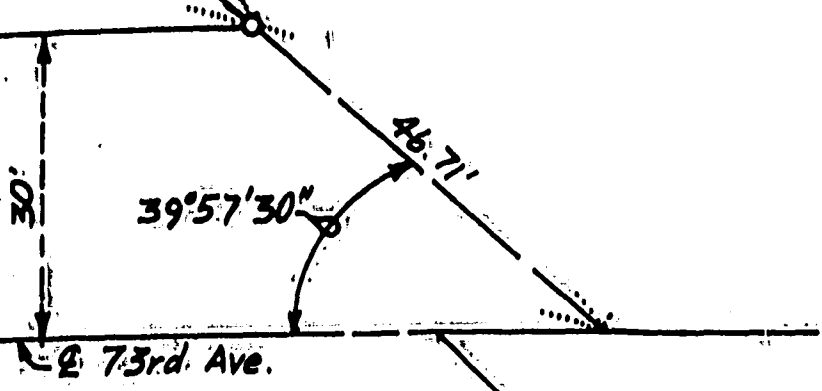
N. 89° 39' 30" W



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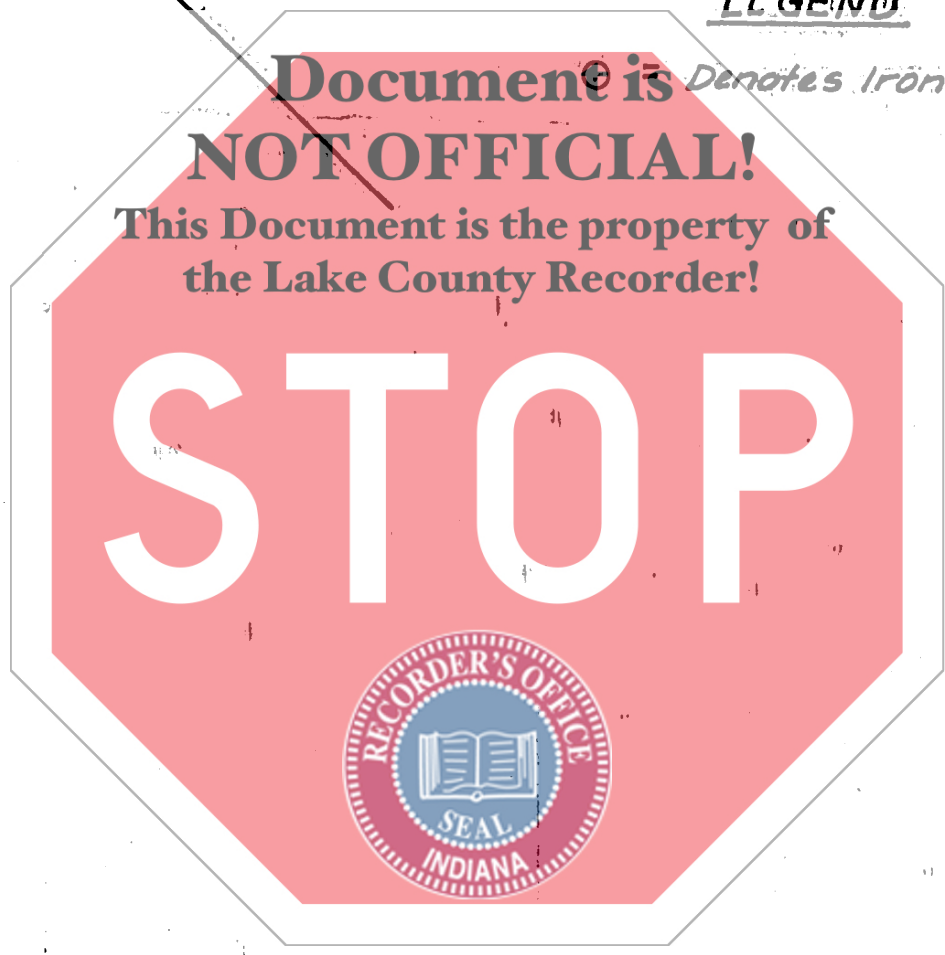
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BRUNING 48818



LEGEND

Denotes Iron Pipe Set



part of the
records and that to the
a correct representation

COLE ASSOCIATES INC.
2211 East Jefferson Boul
South Bend, Indiana 466

Roger T. Hawrot
Roger T. Hawrot
Indiana Registered
Land Surveyor No. ENL 89



t of my knowledge the Plat shown here-on is
said survey.

Deed Reference #986061

Date: 7-8-88

Lake County Recorder

7-2-90

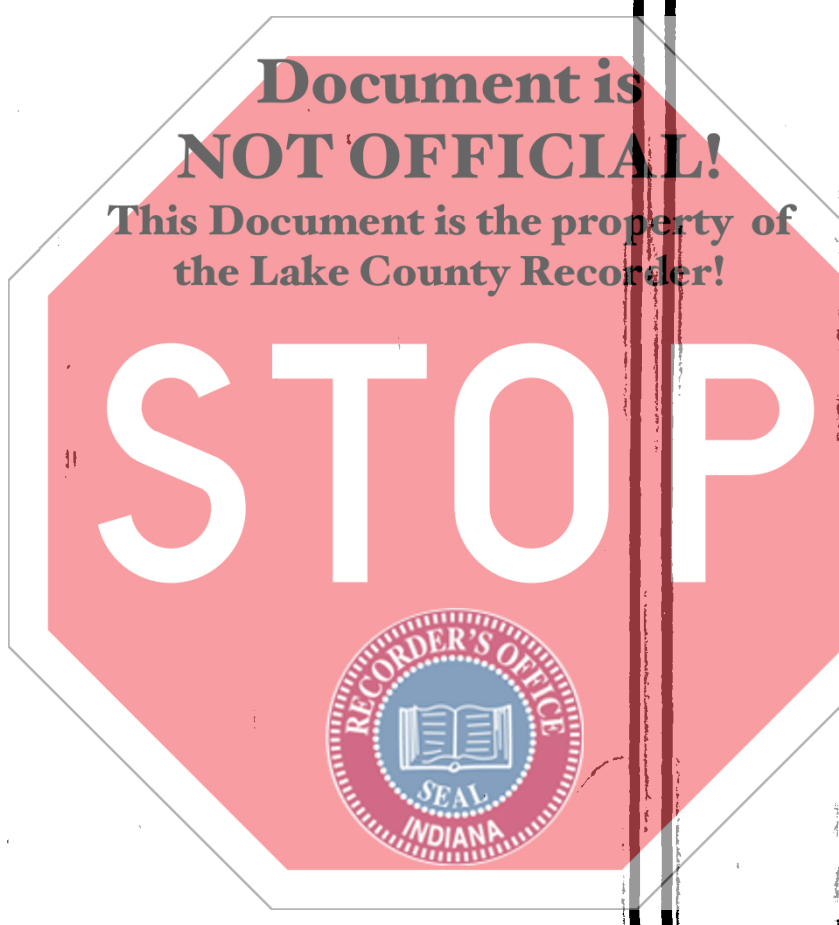
Date



date

drawn M.C.H. ck by J.W.F.

no revisions



MERRILLVILLE TRIANGLE

sheet 1

of 1