STATE OF INDIANA/S.S.N.
LAKE COUNTY
FILED FOR RECORD

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby mutually acknowledged, Johanna A. Plank of Lake County, Indiana, hereinafter referred to as "GRANTOR" does hereby grant, warrant and convey onto the City of Crown Point, a duly authorized municipal corporation located in Lake County, Indiana, hereinafter referred to as "GRANTEE," the perpetual easement, right and authority to use for public purposes, including but not limited to installation and maintenance of public utilities such as water, sanitary sewer, electric, telephone, gas lines, storm water drainage systems and ingress and egress in the form of public streets and/or roadways and, if necessary from time to time, to install, construct, operate, maintain, repair, replace and renew pipelines, cables and/or other appurtenances in the strip of land hereinafter described and/or to install, construct, operate and maintain a public right-of-way, together with all rights and privileges necessary or convenient for the full enjoyment or use thereof for the purposes herein described, including the right to remove from said strip hereinafter described any trees or growth or plants which may in the sole judgment of the GRANTEE endanger the safety of or interfere with the use or enjoyment of the rights granted herein, in, upon, along, over and through the easement strip of land or right-of-way situated in the City of Crown Point, County of Lake, State of Indiana, described as follows:

The West 30 feet of the following described property:

Part of the South 1/2 of the Southeast 1/4 of Section 4, Township 34 North, kange was tof the 2nd Principal Meridian, described as follows: Beginning at a point on the South line of the Southeast 1/4 of said Section 4 and 1292.03 feet West of the Southeast corner thereof; thence North at right angles to the aforedescribed dine 727.30 feet to the Southerly right-of-way line of the Frie R.R.; thence Northwesterly along the Southerly right-of-way line of the Southeast 1/4 of said Section 4 and 334,30 feet West of the point of beginning a distance of 334,30 feet West of the point of a distance of 334,30 feet to the point of a distance of 334,30 feet to the point of a distance of 334,31 feet to the point of commencement, in Lake County, Indiana, except the South 40 feet thereof.

Any damages to the grass, trees, bushes, fences or buildings on or adjacent to the strip of land described herein done by the GRANTEE or its agents in the use of said easement for the purposes set forth above shall be promptly repaired, reconstructed or restored by the GRANTEE to its existing condition at the time the damage occurs.

The GRANTOR reserves the right to use the above described land not inconsistent with this grant and agrees that no permanent structure shall be placed in the right-of-way by the GRANTOR.

The GRANTEE shall and will indemnify and save the GRANTOR harmless from any and all damage, injury, losses, claims, demands or costs proximately and solely caused by the fault, culpability or negligence of the GRANTEE in the use of this easement.

The undersigned GRANTOR hereby covenants to be the owner in fee simple of said real estate with good right and title to grant and convey the easement herein.

The terms and conditions of this Agreement shall be binding upon and the benefit shall inure to the respecting parties, their heirs, assigns or successors in interest.

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In the event that the GRANTEE shall improve the area subject to this easement as a public street and/or thoroughfare according to then appropriate improvement specifications and/or standards, the GRANTOR may at the GRANTOR'S discretion dedicate the entire strip of land described herein to the GRANTEE and GRANTEE does hereby agree to accept said dedication at that time. Dated this <u>26</u> day of <u>(18rif</u> PLANK STATE OF INDIANA )

SS: COUNTY OF LAKE

Before me, a Notary Public in and for said County and State, personally appeared Johanna A. Plank who acknowledged the

execution of the foregoing Easement, and who, having been duly sworn, stated that any representations therein contained are true. withess my hand and notarial seal this 26 day of Carl Notary Public Residence his Document is the property of the Lake County Recorder! ACCEPTANCE The foregoing grant of easement is hereby accepted the day of Mark, 1991. 5 day of MAYOR OF CROWN: POINT ATTEST: CLERK/TREASURER STATE OF INDIANA) COUNTY OF LAKE

Before me, a Notary Public in and for said County and State, personally appeared fines and Clerk/Treasurer of Crown Point, respectively, who acknowledged the execution of the foregoing Easement, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal this 21 day of May 1991.

Notary: Public

My Commission Expires: County of Residence:

Oct. 15, 1993.

This instrument prepared by: Barbara A. Young, Hoeppner, Wagner & Evans, 1000 East 80th Place, Suite 606S, Merrillville, IN 46410. 219/769-6552