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GRANT OF EASEMENT

THIS GRANT OF EASEMENT (hereinafter referred to as the "Easement") is made this 2nd day of August, 1991, between and among GARY-HOBART WATER CORPORATION, an Indiana corporation, (hereinafter referred to as "Grantor"), and C.F. & G. INVESTMENTS, INC., an Ohio corporation, (hereinafter referred to as "Grantee").

Recitals

A. The Grantor is the owner of certain real property described as follows:

The South 25 feet of the East 307.75 feet of the following described land: Part of the Southwest Quarter of Section 11, Township 36 North, Range 8 West of the 2nd P.M., in Lake County, Indiana, more particularly described as follows: Beginning at the Northeast corner of the Southwest Quarter of said Section 11; thence South along the East line of said Southwest Quarter a distance of 641.74 feet; thence North 88 degrees 45 minutes 00 seconds West 885.75 feet to the True Point of Beginning; thence continuing North 88 degrees 45 minutes 00 seconds West 332.75 feet to a point being the Southwest corner of Michigan Street as dedicated by Document recorded December 30, 1966, as Document No. 693517; thence South 25.00 feet, more or less, to a point 691.75 feet South of the North line of said Southwest Quarter; thence South 88 degrees 45 minutes 00 seconds East a distance of 332.75 feet; thence North to the point of beginning;

(hereinafter referred to as the "Servient Tenement").

B. The Grantee is the owner of certain real property described as follows:

Parcel 1: Part of the South 1/2 of Section 11, Township 36 North, Range 8 West of the 2nd P.M., in Lake County, Indiana, described as follows: Beginning at the intersection of the North-South center line of said Section 11 with the Northerly right-of-way line of the Michigan Central Railroad; thence North 60 degrees 52 minutes 29 seconds West along the Northerly line of said Railroad 1019.19 feet, more or less, to a line 885.75 feet West of the East line of the Southwest 1/4 of said Section 11, measured on a line parallel to the North line of the Southwest 1/4 of said Section 11; thence North 00 degrees 34 minutes 30 seconds East and parallel to the East line of the Southwest 1/4 of said Section 11, a distance of 568.45 feet, more or less, to a point 641.74 feet South of the North line of the Southwest 1/4 measured on a line parallel to the North-South



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centerline; thence South 88 degrees 45 minutes East, 553.83 feet; thence North 00 degrees 34 minutes 30 seconds West, 441.7 feet; thence North 88 degrees 45 minutes West, 89.0 feet; thence North 00 degrees 34 minutes 30 seconds West, 120.10 feet; thence South 75 degrees 16 minutes East, 56.9 feet; thence South 85 degrees 17 minutes East, 265.0 feet; thence South 00 degrees 34 minutes 30 seconds East, 33.64 feet; thence South 88 degrees 45 minutes East 49.24 feet; thence South 01 degrees 08 minutes East, 23.3 feet; thence Southerly 105.8 feet along an arc to the left having a radius of 348.3 feet and subtended by a long chord having a bearing of 7 degrees 34 minutes East and length of 105.4 feet; thence South 12 degrees 31 minutes East, 191.5 feet, more or less, to a point on the East line of the Southwest 1/4 of said Section 11 and 457.60 feet South of the Northeast corner thereof; thence South 72 degrees 34 minutes 04 seconds East, 63.15 feet; thence South parallel to the West line of the Southeast 1/4 of said Section 11, 1243.25 feet, more or less, to the Northerly line of the Michigan Central Railroad; thence northwesterly 69.12 feet to the point of beginning; together with:

Parcel 2: Part of the Southwest Quarter of Section 11, Township 36 North, Range 8 West of the 2nd P.M. in Lake County, Indiana, more particularly described as follows: Beginning at the Northeast corner of the Southwest Quarter of said Section 11; thence South along the East line of said Southwest Quarter, a distance of 641.74 feet; thence North 88 degrees 45 minutes 00 seconds West 885.75 feet to the true point of beginning; thence continuing North 88 degrees 45 minutes 00 seconds West 332.75 feet to a point being the Southwest corner of Michigan Street as dedicated by document recorded December 30, 1966, as Document No. 693517; thence South 50.02 feet, more or less, to a point 691.75 feet South of the North line of said Southwest Quarter; thence South 88 degrees 45 minutes 00 seconds East a distance of 332.75 feet; thence North to the Point of Beginning, and excepting therefrom the South 25 feet of the East 307.75 feet.

(hereinafter referred to as the "Dominant Tenement").

C. The Grantee desires to acquire and the Grantor desires to grant certain easement rights in the Servient Tenement.

IT IS THEREFORE AGREED:

Grant of Easement

1. For and in consideration of \$10.00 and other good and valuable consideration the sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee in perpetuity an easement as hereinafter described.

Character of Easement

2. The easement granted herein is appurtenant to the Dominant Tenement.

Description of Easement

3. The easement granted herein shall be used only for the purpose of ingress and egress to and from the Dominant Tenement by the owner of the Dominant Tenement, its successors, tenants and assigns, and their employees, independent contractors, agents, invitees, licensees and permittees and for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and or removing improvements upon the Servient Tenement (including but not limited to paving all or any portion or portions of the Servient Tenement) for the benefit of Grantee's property.

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4. The easement granted herein is located above, on, over, upon, through and under the entire Servient Tenement.

Exclusiveness of Easement

5. The easement, rights and privileges granted herein are exclusive, and Grantor covenants that it will not convey any other easement or conflicting rights within the area covered by this grant to any entity other than the owner of the Dominant Tenement except as hereinafter specifically set forth. The foregoing exclusiveness notwithstanding, Grantor specifically reserves the right to grant, at Grantor's sole discretion, an easement for the placement, maintenance, repair, removal or replacement of underground utility service upon and over the Servient Tenement. If such utility easement is granted, it shall provide that utility lines, pipes, conduits, cables or other means of utility transmission shall be placed only within the southern ten (10) feet of the Servient Tenement, but that the entire Servient Tenement shall be available to machinery, equipment and personnel installing, repairing, replacing, maintaining or removing the utility lines, pipes, conduits, cables or other means of utility transmission. Any damage to any improvements (including, but not limited to, pavement, concrete and other components of a driveway or roadway) upon the Servient Tenement resulting from the granting or use of such utility easement shall be fully repaired and restored forthwith by Grantor, at Grantor's sole cost and expense.

Construction of Facilities

6. In addition to the easement, rights, and privileges herein conveyed, Grantee shall have the right to use so much of the surface of Grantor's property immediately adjacent to the Servient

Tenement as may be reasonably necessary to construct and install within the easement granted hereby the facilities contemplated by this Agreement.

Extent of Easement

7. It is expressly agreed and understood that the easement, rights, and privileges herein conveyed to Grantee include the right to bring trucks, tractors and heavy equipment on and over the Servient Tenement and to bring upon the Servient Tenement all equipment and materials necessary or desirable to create upon the Servient Tenement a surface satisfactory for use by trucks, tractors, trailers and heavy equipment.

Trimming Encroaching Vegetation

8. Grantee shall have the right to cut and trim trees or shrubbery which may encroach on the easement area herein conveyed, and Grantee shall dispose of all cuttings and trimmings by loading and hauling away from the Servient Tenement.

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the Grantor's Rights!**

9. Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the Servient Tenement for any and all purposes which do not interfere with or prevent the use or enjoyment by Grantee of the within easement.

Grantee's Specific Responsibilities

10. It is agreed and acknowledged by the parties hereto that Gary-Hobart Water owns a fence located upon the Servient Tenement. Such fence shall remain upon the Servient Tenement until such time as Grantee shall elect to remove and replace such fence. If removed, such fence shall be replaced with fencing of the same or equivalent style and quality upon property of Gary-Hobart lying immediately south of and parallel to the southern boundary of the Servient Tenement. In the event Grantee elects to remove any fence from within the Servient Tenement, the replacement of such fence shall be arranged, outside the boundaries of the Servient Tenement, in such a manner so as to be contiguous to, and attached to, any portions of fence to which the removed fence was contiguous or attached.

Subject to the Grantor's duties and responsibilities in the event utility lines are placed in or upon the Servient Tenement, as more specifically set forth in numerical paragraph 5 hereof, all improvements, construction, preparation and maintenance of improvements (including, but not limited to, paving, removing fencing and replacing fencing) now or hereafter constructed or undertaken on or in connection with the Grantee's use of the easement herein created shall be at Grantee's sole cost and

expense. The foregoing notwithstanding, it is agreed and acknowledged that Grantee shall not be responsible for subsequent maintenance or replacement of any fence once it is properly replaced pursuant to the terms of this Agreement, outside the boundaries of the Servient Tenement.

Entire Agreement

11. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by the party to be charged.

12. In the event of any controversy, claim or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses, attorney's fees and costs.

13. The easement granted herein runs with the land. This Agreement shall bind and inure to the benefit of the respective parties, personal representatives, successors, and assigns of the parties hereto.

Executed at Merrillville, Indiana, as of the day and year first above written.

GRANTOR:

Gary-Hobart Water Corporation

By: C. A. Froman
Its: President

GRANTEE:

By: DON CONSTANTINI
Its: Pres.

ATTEST:
By: J. E. Gajda
Its: Secretary

ATTEST:
By: LEE B. SIMMERMAN
Its: (Assistant) Secretary

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared C. A. Froman and J. E. Gajda, the President and Secretary, respectively, of Gary-Hobart Water Corporation, who acknowledged the execution of the above instrument for and on behalf of said Gary-Hobart Water Corporation, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 2nd day of August, 1991.

My Commission Expires: 2-25-94

Yvonne Stanley
Yvonne Stanley, Notary Public
A Resident of Lake County

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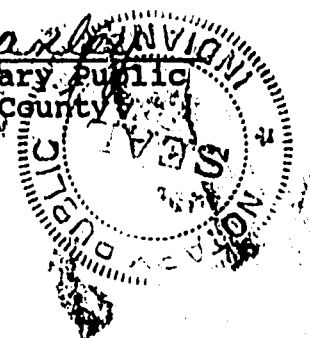
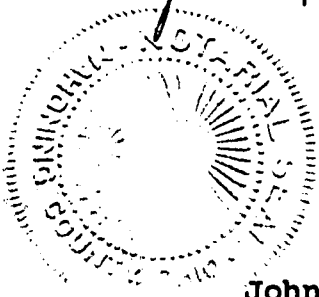
STATE OF ^{Ohio} ~~INDIANA~~)
COUNTY OF ^{Mahoning}) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared Don Constantini and Lee Simmerman, the President and Asst. Secretary, respectively, of C.F. & G. Investments, Inc., who acknowledged the execution of the above instrument for and on behalf of said C.F. & G. Investments, Inc., and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 5th day of August, 1991.

My Commission Expires: June 20, 1995

Patricia S. Beil
PATRICIA S. BEIL Notary Public
A Resident of Mahoning County



This document prepared by
John G. Donner, T. Clifford Fleming & Associates, P.C.
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