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AVIGATION EASEMENT

This indenture made this 23rd day of November, 1991, between Rosina Burks, hereinafter referred to as the Grantors and the Gary Regional Airport Authority, organized and existing under the laws of the State of Indiana, hereinafter referred to as the Grantee.

The Grantors, for and in consideration of One Thousand Two Hundred Fifty and 00/100 Dollars (\$1,250.00) and other good and valuable consideration, paid by the Grantee to the Grantors, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto the Grantee, its successors and assigns, a perpetual and assignable easement over the parcel of land which the Grantors own in fee simple, designated and referred to hereafter as Parcel CA-1-60, situate in the County of Lake, State of Indiana, and described and delineated on the Exhibit "A" attached hereto and made a part hereof. The legal description for this parcel is as follows:

Lot Seven (7), Block "E", corrected Plat of the Perfect Addition, and the Resubdivision of the Perfect Addition, in the City of Gary, as shown in Plat Book 25, at page 78, in Lake County, Indiana.

The Grantors agree that they, their heirs, successor and assigns shall not hereafter erect, or permit the erection of any structure, or growth of any tree or other object to an elevation greater than 631 mean sea level (MSL) on Parcel CA-1-60.

The Grantors further agree that the easement and rights hereby granted to the Grantee shall include, but not be limited to the following:

1. For the use and benefit of the Public, the right of flight for the passage of aircraft in the airspace above Parcel CA-1-60, together with the right to cause in said airspace such noise and such incidence of flight as may be inherent in the operation of aircraft, now known of hereafter used for navigation or of flight in air, using said airspace taking off from, landing at or operating on Gary Regional Airport.



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Rosina N. Antone
LAKE COUNTY

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2. The continuing and perpetual right to cut to a specified level and remove trees, bushes, shrubs, or any other perennial growth or undergrowth extending into, or which in the future could infringe upon or extend above 631 feet MSL. Grantors shall have the option, within thirty (30) days of notification by Grantee, of cutting natural foliage to the specific level. Cost of cutting foliage to the specific level shall be borne by Grantee only if approved beforehand. If Grantors do not comply with Grantee's notification within thirty (30) days, Grantee may enter the property to cut and remove such growth.
3. The right to remove, raze or destroy those portions of buildings, other structures and land infringing upon or extending above 631 feet MSL, together with the right to prohibit the future erection of buildings or other structures which would infringe upon or extend into said surface.
4. The right to mark and light as obstructions to air navigation, any and all structures, trees or other objects that may at any time project or extend above said surface.
5. The right of ingress to the egress from, and passage over Parcel CA-1-60 for the above purposes.

TO HAVE AND TO HOLD said easement and all rights appertaining thereto unto the Grantee, its successors and assigns, until said Gary Regional Airport shall be abandoned and shall cease to be use for public airport purposes.

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall run with the land and shall be binding upon the heirs, administrations, executors, successors and assigns of the Grantors and that for the purpose of this instrument, Parcel CA-1-60 shall be the servient tenement and said Gary Regional Airport shall be the dominant tenement.

Grantors warrant they are title holders to the property lying hereunder of the avigation easement.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seal this 23rd day of November, 1991.

Rosina Burk

**Document is
NOT OFFICIAL!**

STATE OF INDIANA
COUNTY OF LAKE

This Document is the property of
the Lake County Recorder!

Before me, a Notary Public, this 23rd day of November, 1991, personally appeared Rosina Burk and _____ and acknowledged the execution of the foregoing Agreement.

STOP

Karen L. Trueblood
Karen L. Trueblood, Notary Public
Residing in Lake County, Indiana

My Commission Expires:
10/20/93

