

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That The Little Calumet River Basin Development Commission having its main office and principal place of business at 8149 Kennedy Avenue Highland, Indiana, hereinafter called the "Grantor", in consideration of the receipt of One Dollar (\$1.00) in hand paid to the Grantor the receipt of which is hereby acknowledged, hereby grants the following Easement:

To Grantee, Gary-Hobart Water Corporation, an Indiana corporation, its successors and assigns, in perpetuity, the right at all times, and from time to time, to lay, construct, erect, install, maintain, operate, replace and renew, in, under, along and across the strip of land owned by the Grantor, described as follows:



See Exhibits "A" & "B" attached.

water mains and a line or lines of pipe, together with all necessary and convenient service pipes, lines, connections, valves, hydrants, meters and appurtenances, including, but not limited to, any water mains and a line or lines of pipe, the service pipes, line connections, meters and appurtenances which on the date hereof, are now in place, and to operate by means thereof, a system for the transportation, distribution and delivery of water to the public in general.

The Grantor reserves the use of the above described strip of land not inconsistent with this grant, but no buildings or structures shall be erected or placed on said strip of land be Grantor, and no removal of earth over said water facilities which would result in less than approximately five (5) feet of cover on said water facilities shall be permitted.

Access to the above described strip of land over the

680 1600

adjoining lands of the Grantor and those claiming by, through or under it, where necessary, is hereby granted to the Grantee herein provided, however, that wherever said water mains, lines of pipe, etc., as hereinbefore described, are accessible from an adjoining public street or highway, the access shall be from such street or highway.

The Grantee, its successors and assigns and licensees may cut or trim any and all trees, shrubs, underbrush, bushes, saplings, and other similar growths, now or hereafter growing upon or extending over the easement herein granted, insofar as may be reasonably necessary, in the exercise by the Grantee, its successors and assigns and licensees, of any and all of the rights and authorities herein and hereby granted to said Grantee, its successors and assigns. The exercise of this right by the Grantee herein shall not establish in said Grantor, or any parties claiming by, through or under it, any right or claim for damages to said trees, shrubs, underbrush, bushes, lawns or gardens.

Full right and authority is hereby granted unto the Grantee, its successors and assigns, to assign, convey or set over, to another or others, the easement hereby granted.

That the signing and delivery of this grant of easement by the officers of the Grantor whose signatures have been affixed hereto have been duly and properly authorized, approved and directed by appropriate corporate resolution of the Grantor herein.

Grantee understands and agrees that it will not work in, under, along or across the flood control levee being constructed by the Army Corps of Engineers and the Grantor without receiving, in advance, written authorization to do so from the Grantor, and, in addition thereto, after giving a minimum of 24 hours notice prior to such work to the

Grantor and the Army Corps of Engineers. Permission to work in, under, along or across the flood control levee shall not be unreasonably withheld.

These presents shall be binding upon the Grantor, its successors and assigns, and upon all parties claiming by, through or under it, and the same shall inure to the benefit of the Grantee herein, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed by its Chairman, and attested by its Secretary, this 6th day of February, 1992.

ATTEST:

By W. Crister
Secretary

GRANTOR:

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

By Arlene C. Colvin
Chairman, The Little Calumet River Basin Development Commission

STOP

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)



Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____

William Crister and Arlene C. Colvin

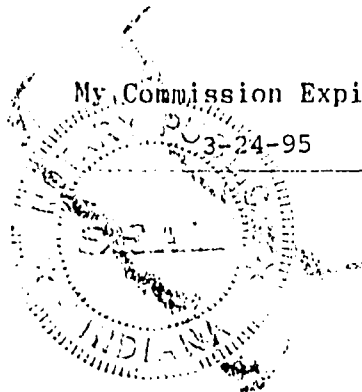
_____, respectively, of Little Calumet River Basin Development Commission, acknowledge the execution of the foregoing easement to be their free and voluntary act and deed.

Witness my hand and Notarial Seal, affixed at _____, this 6th day of February, 1992.

My Commission Expires: 3-24-95

Darlene Iwinski
Notary Public Darlene Iwinski

DARLENE IWINSKI
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. MAR. 24, 1995

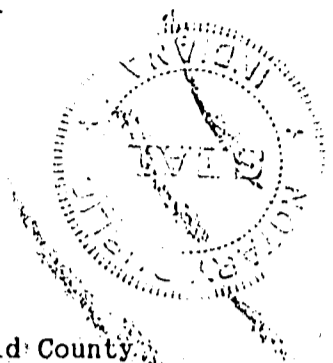


GRANTEE: Gary Hobart Water Company ATTEST:

By: K. L. Buczek

J. E. Gajda

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)



Before me, the undersigned, a Notary Public in and for said County and State, personally appeared K. L. Buczek

and J. E. Gajda, respectively, of Gary-Hobart Water Corporation,

acknowledge the execution of the foregoing easement to be their free and voluntary act and deed.

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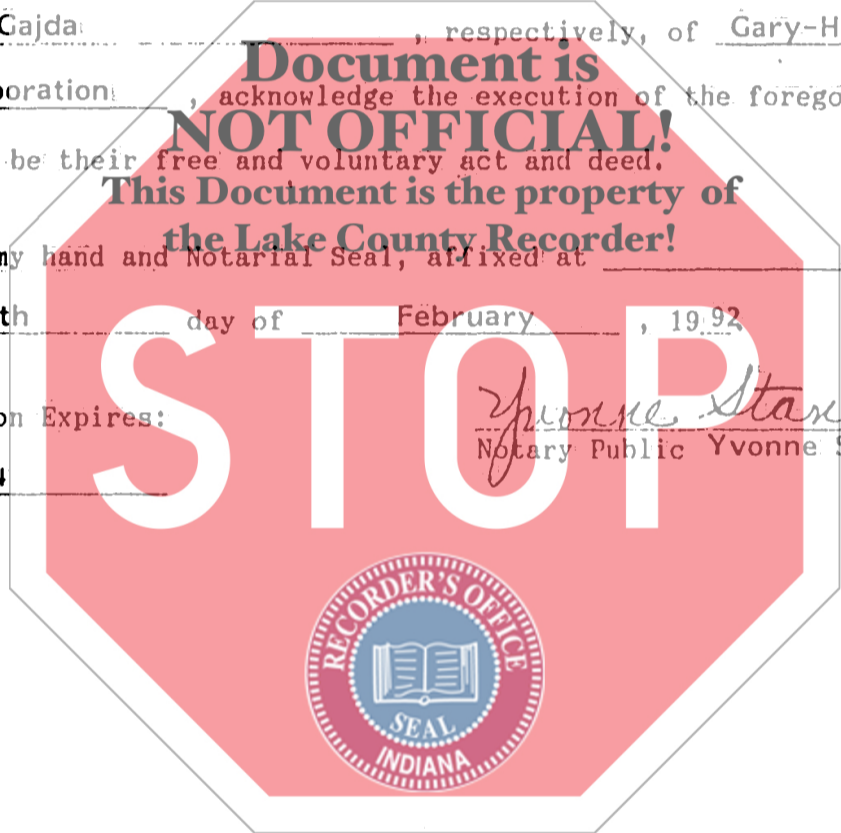
Witness my hand and Notarial Seal, affixed at _____, this

4th day of February, 1992

My Commission Expires:

2-24-94

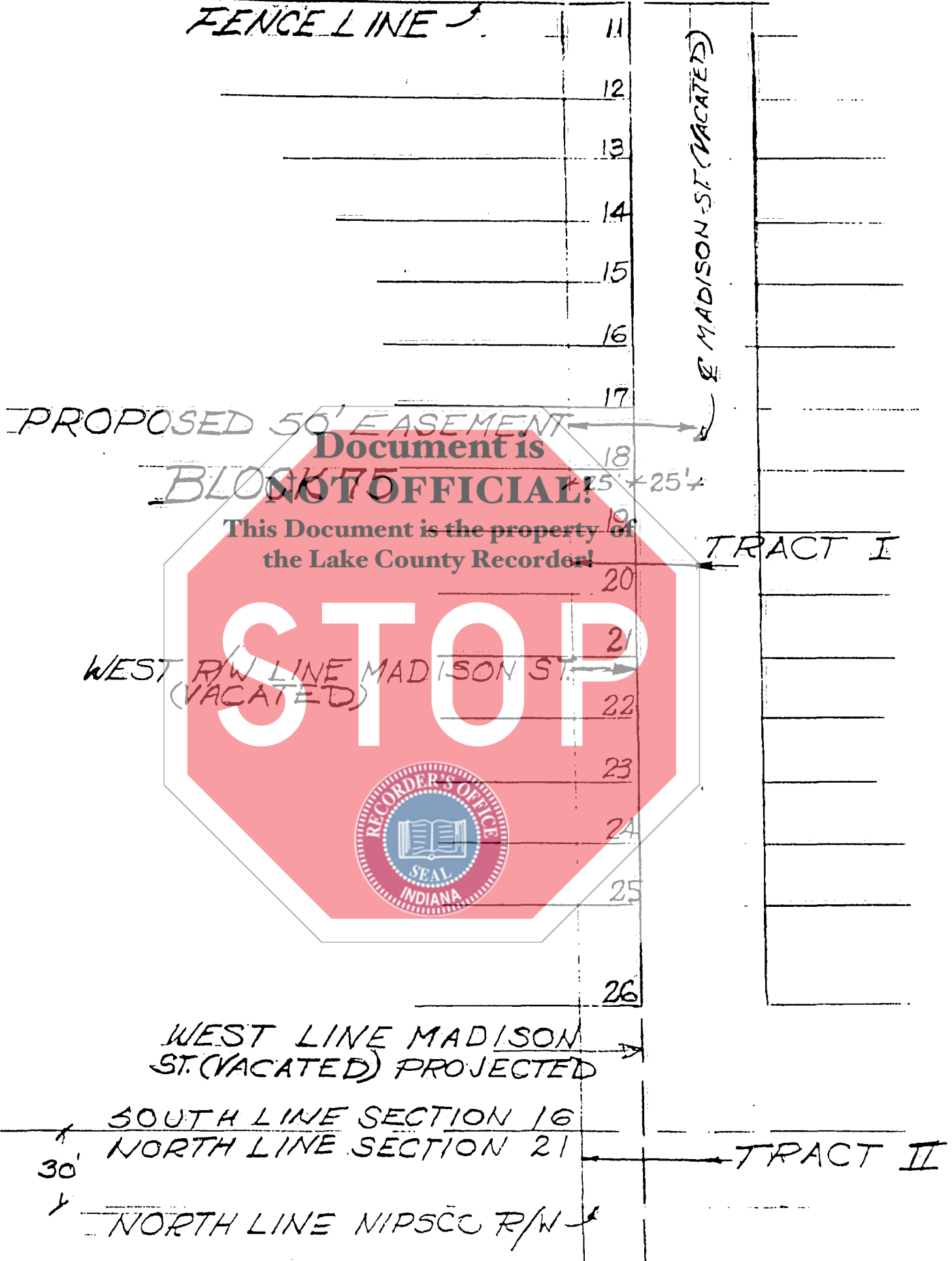
Yvonne Stanley
Notary Public Yvonne Stanley



THIS EASEMENT PREPARED BY: LOUIS M. CASALE
8300 MISSISSIPPI STREET
SUITE E
MERRILLVILLE, IND. 46410
(219) 769-1566

EXHIBIT "A"
50' EASEMENT- TRACTS I & II

EBO/94 RESTRICTED ACCESS
FENCE LINE ↘



TO GARY HOBART WATER CORP - BY
LITTLE CALUMET RIVER BASIN DEVELOPEMENT
COMMISSION

adjoining lands of the Grantor and those claiming by, through or under it, where necessary, is hereby granted to the Grantee herein provided, however, that wherever said water mains, lines of pipe, etc., as hereinbefore described, are accessible from an adjoining public street or highway, the access shall be from such street or highway.

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That the signing and delivery of this grant of easement by the officers of the Grantor whose signatures have been affixed hereto have been duly and properly authorized, approved and directed by appropriate corporate resolution of the Grantor herein.

Grantee understands and agrees that it will not work in, under, along or across the flood control levee being constructed by the Army Corps of Engineers and the Grantor without receiving, in advance, written authorization to do so from the Grantor, and, in addition thereto, after giving a minimum of 24 hours notice prior to such work to the

Grantor and the Army Corps of Engineers. Permission to work in, under, along or across the flood control levee shall not be unreasonably withheld.

These presents shall be binding upon the Grantor, its successors and assigns, and upon all parties claiming by, through or under it, and the same shall inure to the benefit of the Grantee herein, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed by its Chairman, and attested by its Secretary, this 6th day of February, 1992.

ATTEST:

By W. Crister
Secretary



GRANTOR:

This Document is the property of the Lake County Recorder!

By Arlene C. Colvin
Chairman, The Little Calumet River Basin Development Commission

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)



Before me, the undersigned, a Notary Public in and for said County and State, personally appeared William Crister and Arlene C. Colvin, respectively, of Little Calumet River Basin Development Commission, acknowledge the execution of the foregoing easement to be their free and voluntary act and deed.

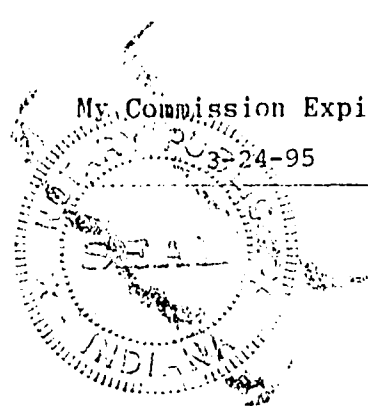
Witness my hand and Notarial Seal, affixed at _____, this 6th day of February, 1992.

My Commission Expires:

3-24-95

Darlene Iwinski
Notary Public Darlene Iwinski

DARLENE IWINSKI
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. 3/24/1995



GRANTEE: Gary Hobart Water Company ATTEST:

By: J. E. Gajda

J. E. Gajda



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared K. L. Buczek

and J. E. Gajda, respectively, of Gary-Hobart Water Corporation

Water Corporation, acknowledge the execution of the foregoing easement to be their free and voluntary act and deed.

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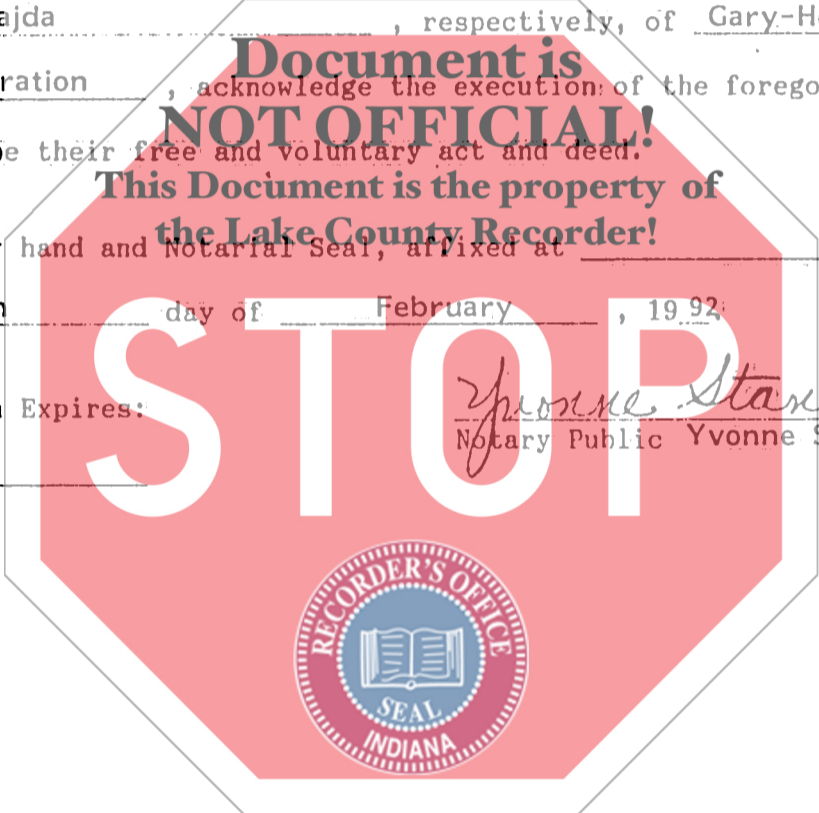
Witness my hand and Notarial Seal, affixed at _____, this

4th day of February, 1992

My Commission Expires:

2-24-94

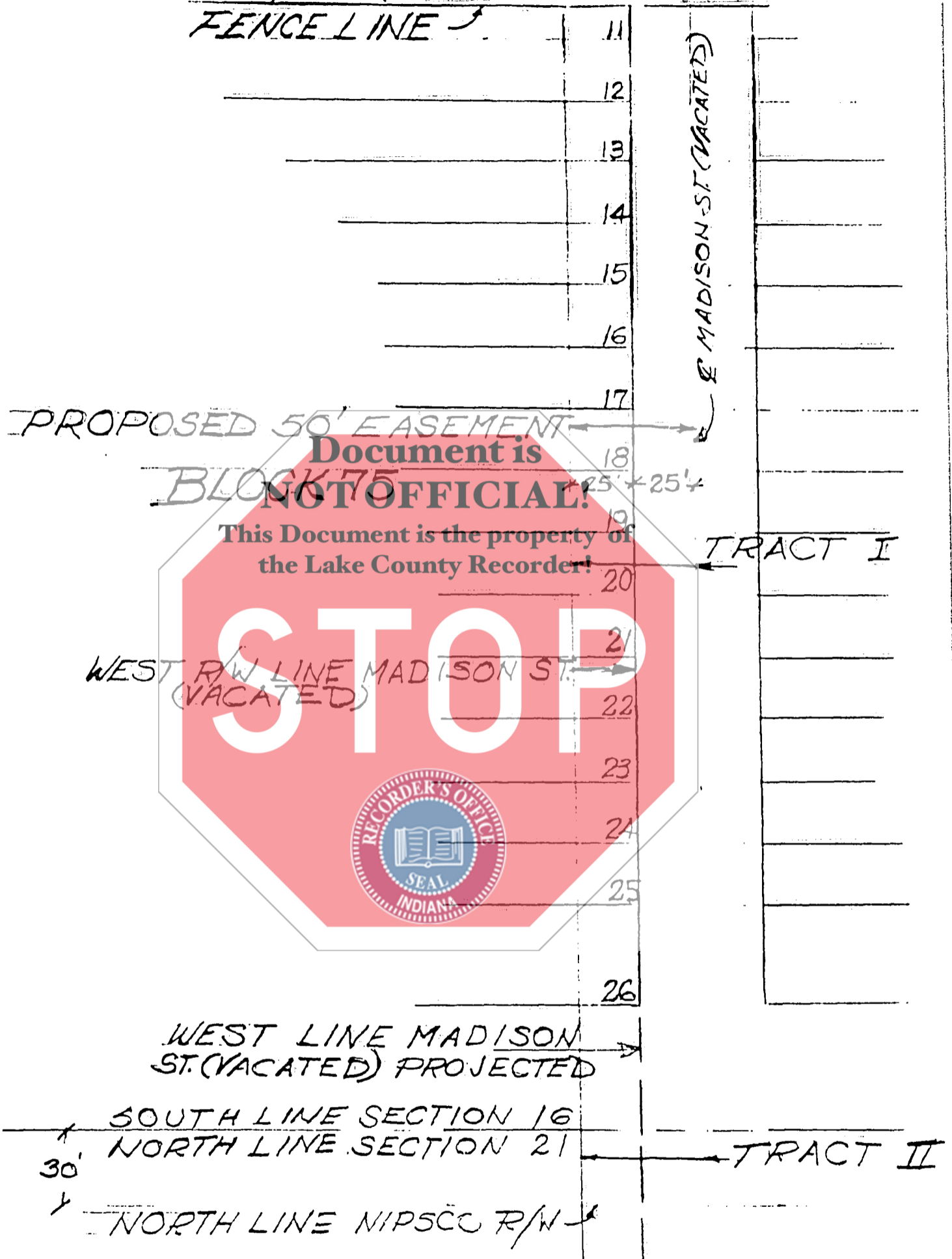
Yvonne Stanley
Notary Public Yvonne Stanley



THIS EASEMENT PREPARED BY: LOUIS M. CASALE
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EXHIBIT "A"
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FENCE LINE



TO GARY HOBART WATER CORP. - BY
LITTLE CALUMET RIVER BASIN DEVELOPEMENT
COMMISSION

EXHIBIT "B"

TRACT I

A 50 ft parcel of ground starting at the south restricted access and right-of-way fence line of I-80/94 and running southward to the south line of Section 16 T36N R8W more precisely described as:

The east 25 ft of partial Lot 11, and Lots 12 through 26, Block 75 of Chicago Tolleston Land and Investment Company Second Oak Park Addition, as well as the west 25 ft of Madison Street (vacated) adjacent to the listed lots on east in Section 16 T36N R8W in Lake County, in the state of Indiana.

TRACT II

A 50 ft parcel of ground in the north 30 ft of Section 21 T36N R8W in Lake County, state of Indiana more precisely described as:

A 50 ft parcel centered on the west line of Madison Street (vacated) projected southward, starting at the north line of Section 21 T36N R8W and running southward a distance of 30 ft to the north line of the Northern Indiana Public Service Company's right-of-way line.

