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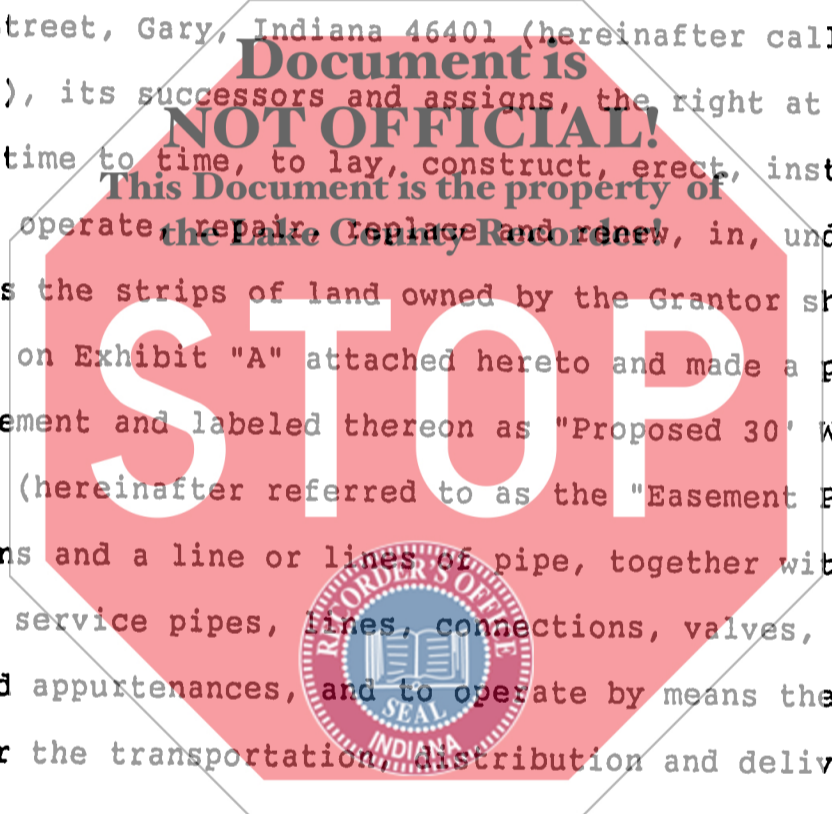
SOUTHLAKE MALL WATER EASEMENT

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

KNOW ALL MEN BY THESE PRESENTS: That GARY JOINT VENTURE, an Ohio partnership having its principal office at 25425 Center Ridge Road, Cleveland, Ohio 44145, (hereinafter referred to as "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 and warrants, as follows:

To Grantee, GARY-HOBART WATER CORPORATION, an Indiana corporation, having its principal place of business at 650 Madison Street, Gary, Indiana 46401 (hereinafter called "Grantee"), its successors and assigns, the right at all times, and from time to time, to lay, construct, erect, install, maintain, operate, repair, replace and renew, in, under, along and across the strips of land owned by the Grantor shown and described on Exhibit "A" attached hereto and made a part of this Agreement and labeled thereon as "Proposed 30' Wide Water Easement" (hereinafter referred to as the "Easement Parcel"), water mains and a line or lines of pipe, together with all necessary service pipes, lines, connections, valves, hydrants, meters and appurtenances, and to operate by means thereof a system for the transportation, distribution and delivery of water.

Grantor reserves the use of the Easement Parcel not inconsistent with this grant, but no buildings or other structures shall be erected or placed on said Easement Parcel by Grantor without the prior written consent of Grantee. The retained rights of Grantor shall include, but not be limited to, the right to pave over and install curbs, sidewalks, lighting standards and landscaping on or over any portions of the Easement Parcel.



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AUG 20 1992

Anna M. Antos
AUDITOR LAKE COUNTY

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Access to the above-described Easement Parcel over the adjoining lands of Grantor and those claiming by, through or under it, where necessary, is hereby granted to Grantee provided, however, that wherever said water lines, mains, pipes, etc. and any necessary appurtenances thereto, as hereinbefore described, are accessible from an adjoining public street or highway, the access shall be from such street or highway.

By its acceptance of the within easement, which acceptance shall be evidenced by its execution hereof and the filing of same for record, Grantee covenants and agrees that it will restore the density of sub-surface materials and the surface grade to the extent that it may be disturbed during installation of the said water lines, mains, pipes, etc. and further agrees that it will perform all necessary maintenance, repairs, replacement and restoration of any of the said mains, pipes, etc. installed within the Easement Parcel and will repair any surface or sub-surface improvements damaged or disturbed during the course of any maintenance, repairs, replacement or restoration. Grantee further accepts responsibility for any other damages that may be occasioned by the operation, maintenance, replacement or removal of said water lines, mains, pipes, etc. or any necessary appurtenances thereto.

The rights of Grantee in the Easement Parcel shall be exclusive as to those portions of the Easement Parcel within which water lines, mains, pipes, etc. and any necessary appurtenances thereto shall be installed. Grantee, by its acceptance of this easement, acknowledges that Grantor may grant additional easement rights contiguous to, across or

within portions of the Easement Parcel for the installation, maintenance, repair and restoration of gas lines, sewer lines, electrical power lines, telephone lines and other utilities. Grantee agrees that it will coordinate its planning and the location or relocation of its facilities with said other utilities and public bodies, and agrees that it will make no claim nor demand against Grantor, their successors or assigns, for or on account of, any conflict between its easement rights granted herein and easement rights of any other utility or public body.

The easement granted herein shall continue for so long as water service shall be provided by the water lines, mains, etc. to be installed within the Easement Parcel and in the event that Grantee shall abandon or cease to use the water lines, mains, pipes, etc. and the appurtenances thereto for a period of one (1) year, the easements granted herein shall thereupon terminate, and Grantee covenants and agrees to thereupon execute and deliver to Grantor such documents as may be requested by Grantor for the purpose of further evidencing the termination of the rights granted hereby.

Grantor hereby warrants and covenants that it is the owner in fee simple of the "Easement Parcel" and is lawfully seized thereof, and has good right to grant and convey said easements and that the signing and delivery of this grant of easements by the signator on behalf of Grantor whose signature has been affixed hereto has been duly and properly authorized, approved and directed by Grantor herein.

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

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed as of the day and year set forth below.

GRANTOR:

Witnesses:

GARY JOINT VENTURE
By: Jacobs Realty Investors
Limited Partnership

Charles Ahnaga

By: R. E. Jacobs
R. E. Jacobs, Trustee

GRANTEE

Witnesses:

GARY-HOBART WATER CORPORATION

[Signature]

Supervisor - New Business & Engineering

By: [Signature]

Vice President - Production & Engineering

Attest: [Signature]
Vice President - Administration



This Document is the property of the Lake County Recorder!

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared R. E. Jacobs, Trustee of Jacobs Realty Investors Limited Partnership, who acknowledges the execution of the foregoing easement to be his free and voluntary act and deed.

Witness my hand and Notarial Seal, affixed at Cleveland, Ohio this 31st day of July, 1992.



Elizabeth D. Piskunoff
Notary Public

My Commission Expires:

ELIZABETH D. PISKUNOFF
Notary Public, State of Ohio
Recorded in Cuyahoga Cty.
My Comm. Expires 11-13-96

STATE OF Indiana)
)SS:
COUNTY OF Lake)

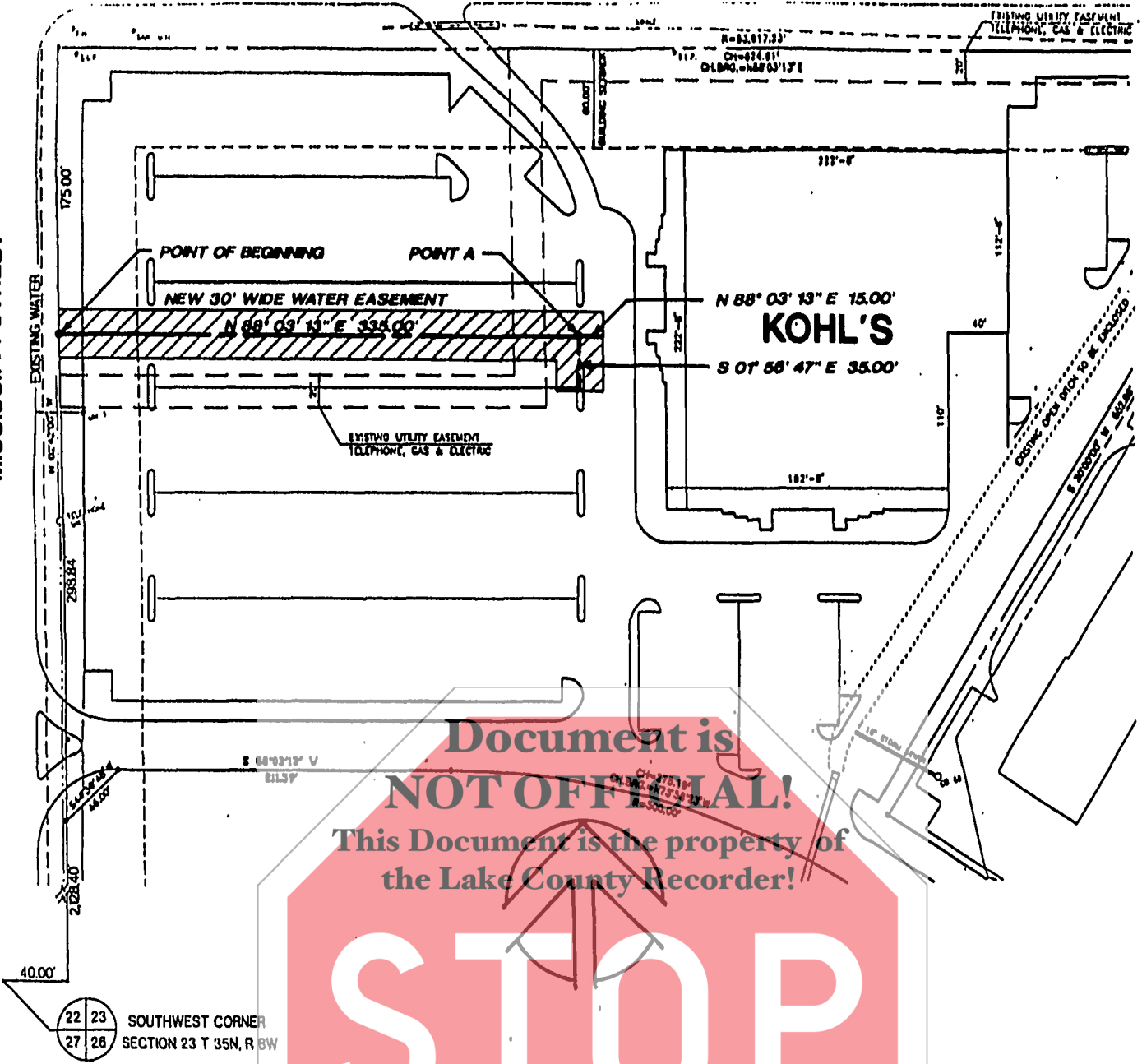
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kenneth L. Buczek and James E. Gajda of GARY-HOBART WATER CORPORATION and acknowledge the execution of the foregoing easement to be their free and voluntary act and deed.

Witness my hand and Notarial Seal, affixed at Gary-Hobart Water Corporation, this 24th day of July, 1992.

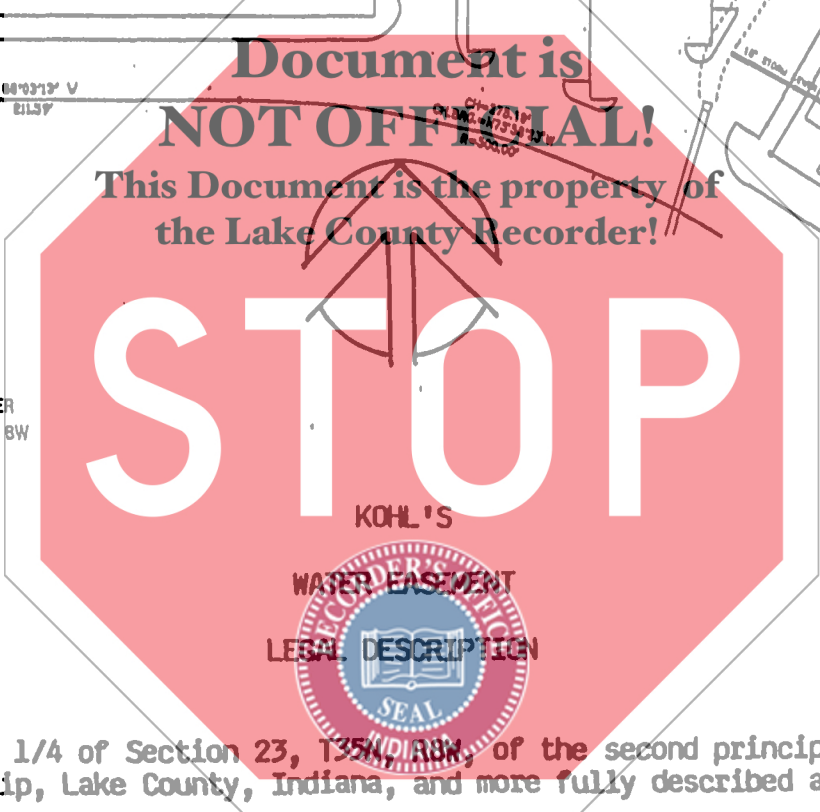
Karen Sennison
Notary Public
My Commission Expires: 11-11-95

This instrument prepared by
Richard D. Tomsick, Esq.
25425 Center Ridge Road
Cleveland, Ohio 44145

MISSISSIPPI STREET



Document is NOT OFFICIAL!
 This Document is the property of the Lake County Recorder!



Part of the SW 1/4 of Section 23, T35N, R18W, of the second principal meridian in Ross Township, Lake County, Indiana, and more fully described as follows:

Commencing at the southwest corner of said Section 23; thence, N 87°54'24" E along the southerly line of Section 23, 40.00 feet to the easterly right-of-way line of Mississippi Street; thence, N 02°42'00" W along the easterly line of Mississippi Street, 2,128.40 feet; thence, continuing N 02°42'00" W, along said easterly right-of-way line 298.84 feet to THE POINT OF BEGINNING OF THIS DESCRIPTION; a 30.00 foot wide easement which easement encompasses the area lying 15.00 feet on either side of the following described centerline; thence, departing said easterly right-of-way line of Mississippi Street, N 88°03'13" E, 335.00 feet to a point hereinafter referred to as "Point A"; thence, continuing N 88°03'13" E, 15.00 feet to the end of the centerline being described; commencing at the hereinbefore referenced "Point A", thence, S 01°56'47" E, 35.00 feet to the end of the centerline being described.



The Richard & David Jacobs Group
 Center Ridge Design Services Inc. P.A.
 Architects - Engineers
 20425 Center Ridge Road Cleveland, Ohio 44145-4122
 Phone: 216-871-4800

**SOUTHLAKE MALL
 KOHL'S LEASE PARCEL
 LAKE COUNTY, INDIANA**

WATER EASEMENT PLAT

DRAWN BY:	DATE: 7/23/92
SCALE: 1" = 100'	JOB NUMBER:
REVISED:	DATE:
DRAWING NUMBER: EXHIBIT A	