

Louis Casale
8300 Mississippi St., So. E
Merrillville 46410
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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

95 JAN -6 PM 12: 24
AMASA G. COLBY
CHIEF DEP. RECORDER

EASEMENT

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The HAMMOND WATER WORKS DEPARTMENT of the City of Hammond, County of Lake, State of Indiana, hereinafter called the "GRANTOR," hereby grants, transfers, conveys and warrants to the LAKE COUNTY PARK AND RECREATION BOARD, of the County of Lake, State of Indiana, hereinafter called the "GRANTEE," for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a perpetual, non-revocable right and easement; in, on, over and across the following described real estate:

LEGAL DESCRIPTION: (SEE ATTACHED AND MARKED EXHIBIT "A")

to construct, maintain, repair, operate, patrol and replace a public access fishing pier, including all appurtenances thereto; reserving to the GRANTOR all such rights and privileges in the land as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.



GRANTOR reserves the right to terminate this Easement, which termination shall be contingent upon the following conditions:

- 1) GRANTOR shall notify the GRANTEE, by certified mail, of its intention to terminate this Easement at least One Hundred and Eighty days (180) prior to the intended termination.
- 2) GRANTOR shall reimburse the GRANTEE for the cost of all improvements placed by GRANTEE on the premises as follows:
 - a) All Federal and State Grant money obtained and expended for said improvements, which is presently estimated to be \$592,500.00.
 - b) All County Funds expended for said improvements, which is presently estimated to be \$330,000.00.

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- c) Fifty Percent (50%) of the interest costs incurred by the County to finance the project, which interest costs shall be waived if this Easement is terminated Fifteen (15) or more years after its execution.
- d) GRANTOR's total reimbursement to GRANTEE shall not exceed One Million Dollars (\$1,000,000.00), excluding reimbursable interest.

Payment, in full of the above described costs by GRANTOR to GRANTEE shall be a condition precedent to terminating this Easement.

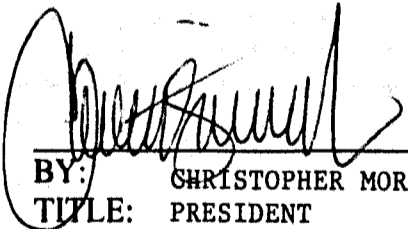
The GRANTEE, in consideration of the Easement hereby granted, agrees to indemnify and hold harmless the GRANTOR from any and all claims, actions, liability or damages occurring or resulting from the Easement hereby granted, unless caused by the GRANTOR, its agents, employees, successors or assigns.

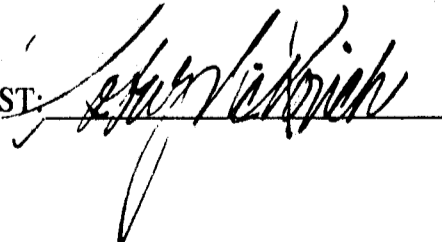
In the event the GRANTEE changes the use of the property to other than the above stated purposes or sells or conveys this Easement to anyone other than a public or not for profit entity this Easement shall become null and void.

GRANTOR may convey the real property described herein subject to this Easement.

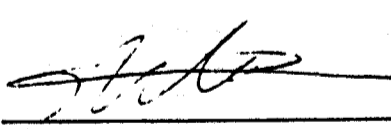
In Witness Whereof, the Parties have hereunto set their hands and seals this 14th day of December, 1994.

The Lake County Park and Recreation Board:

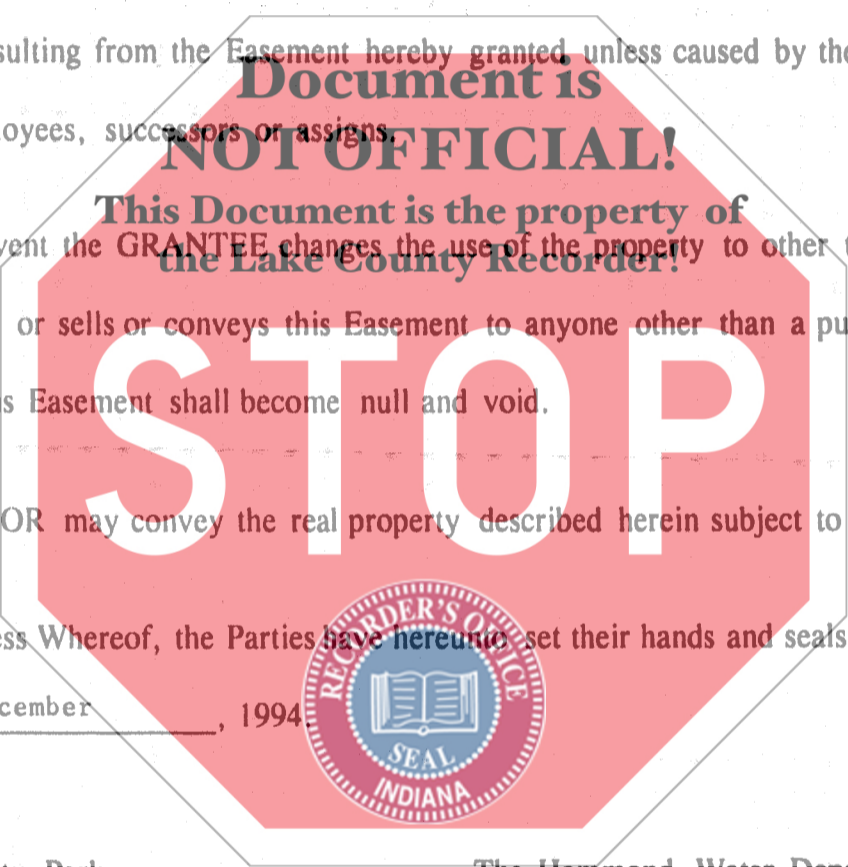

 BY: CHRISTOPHER MORROW
 TITLE: PRESIDENT

ATTEST: 

The Hammond Water Department by its Board of Trustees:


 BY:
 TITLE:

ATTEST: 



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

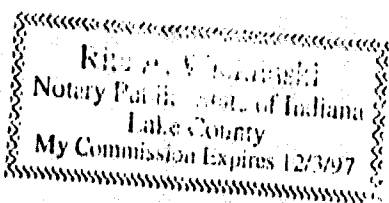
Before me, a Notary Public in and for said County and State, on this 14th day of December, 1994, came ~~Robert Kotsko and Teresa Brane~~ [Signature] respectively, of the Board of Trustees of the Hammond Water Works Department, and acknowledge the execution of the foregoing instrument.

Witness my Hand and Notarial Seal.

My Commission Expires:

Dec 3, 1997 [Signature]
NOTARY PUBLIC

Resident of Lake County, IN



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Document is NOT OFFICIAL!

Before me, a Notary Public in and for said County and State, on this 17th day of December, 1994, came [Signature] and [Signature] respectively, of the Lake County Park and Recreation Board and acknowledge the execution of the foregoing instrument.

Witness my Hand and Notarial Seal.

My Commission Expires:

April 19, 1991 [Signature]
NOTARY PUBLIC [Signature]

Resident of Lake County, IN



LEGAL DESCRIPTION:

EASEMENT

A PARCEL OF LAND 27.0 FEET WIDE IN SECTION 6, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE NORTH $0^{\circ}47'08''$ WEST 92.71 FEET ALONG THE EAST LINE OF SAID SECTION 6 TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET & EASTERN RAILROAD; THENCE NORTH $53^{\circ}47'43''$ WEST 4851.72 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET & EASTERN RAILROAD TO AN INTERSECTION POINT WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH $00^{\circ}00'00''$ EAST (BASIS OF BEARINGS) 173.20 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH $41^{\circ}09'00''$ EAST 42.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH $48^{\circ}51'00''$ WEST 27.0 FEET; THENCE NORTH $41^{\circ}09'00''$ EAST 336.79 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF A RECLAIMED PARCEL OF LAND AS PER LAND PATENT RECORDED IN DEED RECORD BOOK 525, PAGE 576 IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA; THENCE SOUTH $83^{\circ}49'00''$ EAST 27.10 FEET ALONG SAID NORTHERLY LINE TO THE EASTERLY LINE OF SAID RECLAIMED PARCEL OF LAND; THENCE SOUTH $41^{\circ}09'00''$ WEST 339.14 FEET ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING.

**Document is the property of
the Lake County Recorder!**



EXHIBIT

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