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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORDS, J. Senegal
95 NOV 22 AM 9:13 Broadway Suite 70
MARGARET NBD BLDG.
RECORDS CLEVELAND
Gary, IN.
46402

AVIGATION EASEMENT

This indenture made this 11th day of February, 1992 between Gary Sanitary District, 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 and 00/100 Dollars (\$1.00) 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-6-2, situated in the County of Lake, State of Indiana, and described and delineated on the Exhibit "A" attached hereto and made a part hereby. The legal description for this parcel is as follows:

A part of the Gary Land Company's Fourteenth Subdivision (Plat Book 21, page 57, Office of the Recorder, Lake County, Indiana) described as follows: Beginning at the intersection of the easterly line of U.S. Highway 12 with the southerly line of the Indiana East-West Toll Road; thence North 73 degrees 20 minutes 05 seconds East along said southerly line 620.39 feet; thence South 30 degrees 00 minutes 00 seconds West 792.73 feet to the aforesaid easterly line of U.S. 12; thence North 21 degrees 16 minutes 05 seconds West 545.78 feet to the point of beginning, containing 3.874 acres, more or less.

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SAM ORLICH
AUDITOR LAKE COUNTY

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 higher than the elevation of the approach surface or transitional surface. The approach surface is a trapezoidal inclined plane with a slope of 50 to 1 which begins 200 feet from the existing end of Runway 30, and the transitional surface extends outward and upward at right angles to the runway centerline with a slope of 7 to 1 from the sides of the primary surface, 500 feet from the runway centerline, and from the sides of the approach surface. The inclined plane is shown on the Exhibit "A" attached hereto which also designates the outer points of Parcel CA-6-2. These identified points have the following mean sea level (MSL) elevation restrictions: Point "A," an elevation of 634.7 ft. MSL; Point "B," an elevation of 643.1 ft. MSL; Point "C," an elevation of 728.7 ft. MSL; Point "D," an elevation of 757.9 ft. MSL; Point "E," an elevation of 641.9 ft. MSL.

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

000594

13.00
GRA

Edgar A. Tongue
EDGAR A. TONGUE, President
Board of Sanitary Commissioners

Dr. Charles Wesley
DR. CHARLES WESLEY, Vice-President
Board of Sanitary Commissioners

Roland Elvambuena
ROLAND ELVAMBUENA, Secretary
Board of Sanitary Commissioners

STATE OF INDIANA
COUNTY OF LAKE

Document is
NOT OFFICIAL!

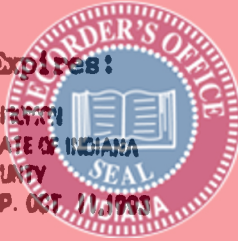
Before me, a Notary Public, this 1st day of February,
1992, personally appeared Edgar A. Tongue and Roland Elvambuena and
acknowledged the execution of the foregoing Agreement.

STOP

Rhonda F. Moson
Rhonda F. Moson, Notary Public
Residing in Lake County, Indiana

My Commission Expires:

RHONDA F. MOSON
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. OCT. 11, 1993



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-6-2, 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.
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 the specified elevations at each point and within the property boundary. 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 order within thirty (30) days, Grantee may enter the property to cut and remove such growth.
3. 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.
4. The right of ingress to the egress from, and passage over Parcel CA-6-2 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 used 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-6-2 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 aviation easement.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seal this 11 day of February, 1992

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-6-2, 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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