

The City of Hammond, Indiana, acting by and through its Department of Waterworks ("GRANTOR") in consideration of the entry of mutual Resolutions pursuant to Ind. Code §36-1-11-8 and Ten Dollars (\$10.00) and other good and sufficient consideration the receipt and sufficiency of which is acknowledged, does hereby GRANT and CONVEY to the Hammond Port Authority, a municipal corporation ("AUTHORITY") a perpetual and non-exclusive easement ("EASEMENT") for the installation, construction, use, maintenance, service, repair and replacement of fuel tanks and related equipment and facilities, including, without limitation, pipes, connectors, pumps, meters, electrical equipment and electrical lines (all of the foregoing are collectively referred to as the "FACILITIES") in, under, over and through a parcel of land owned by GRANTOR, situated in the County of Lake, State of Indiana, and more particularly described as follows:

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SEE EXHIBIT "1" ATTACHED HERETO
AND INCORPORATED HEREIN BY THIS REFERENCE
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and a non-exclusive license for purposes of providing ingress to and egress from the property described in Exhibit 1 (which ingress and egress is necessary or appropriate for the installation, construction, use, maintenance, service, repair and replacement of the FACILITIES and to supply and resupply the tanks to be located in, under, over or through the property described in Exhibit 1) and installing, constructing, using, maintaining, servicing, repairing and replacing electrical power lines to provide service to the FACILITIES ("SUPPORT FACILITIES") in, under, over and through a strip of land owned by GRANTOR situated in the County of Lake, State of Indiana more particularly described as follows:

SEE EXHIBIT "2" ATTACHED HERETO
AND INCORPORATED HEREIN BY THIS REFERENCE

The above described lands as set forth on Exhibits 1 and 2 described as the ("EASEMENT/LICENSE AREA")

In consideration of the grant and conveyance of the foregoing Easements/License, AUTHORITY does hereby covenant and agree as follows:

- (a) The construction and installation of the FACILITIES and SUPPORT FACILITIES shall not materially interfere with the existing use of the GRANTOR'S LAND by GRANTOR;
- (b) Upon completion of the construction and installation of the FACILITIES and SUPPORT

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EXHIBIT "A"
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SAM ORLICH
AUDITOR LAKE COUNTY

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LAKE COUNTY
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FACILITIES, the GRANTOR'S LAND shall be restored to as near its original condition as is reasonably possible;

- (c) It shall indemnify, hold harmless and defend GRANTOR and its representatives, agents and employees (except for loss or damage resulting solely from the negligence of GRANTOR or its representatives, agents or employees) from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney fees, in connection with all losses, including loss of life, personal injury and/or damage to property, which GRANTOR or its representatives, agents or employees may incur or suffer as a result of the exercise by the AUTHORITY of the rights granted to it hereunder or any activity conducted by the AUTHORITY on EASEMENT/LICENSE AREA or arising from or out of the AUTHORITY'S failure to comply with any covenant contained herein;
- (d) AUTHORITY shall promptly discharge (or cause to be discharged) all mechanic's, laborer's, materialmen's, supplier's and vendor's liens arising out of or connected with the use by the AUTHORITY of the Easements/License created by this Grant of Easements and License. If, within sixty (60) days from the filing of any lien, the AUTHORITY shall fail to obtain (or cause to be obtained) the discharge of such lien, then GRANTOR may (but is under no obligation to) (i) obtain the discharge of the lien and (ii) recover from the AUTHORITY all costs and expenses associated therewith;
- (e) The FACILITIES and the SUPPORT FACILITIES shall be installed, constructed, used, maintained, served, repaired and replaced at the AUTHORITY'S sole cost and expense;
- (f) A representative of GRANTOR shall be allowed to attend all construction meetings and shall receive prior notice of the same;
- (g) AUTHORITY shall require any private contractor performing any installation, construction, use, maintenance, service, repair or replacement of the FACILITIES and the SUPPORT FACILITIES to provide, at its

cost and expense, liability and property damage insurance in the amount of \$500,000/\$5,000,000 naming GRANTOR as a co-insured;

- (h) Authority shall, at its cost and expense, comply with all of the requirements of county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereinafter be in force, pertaining to the installation or construction or operation of the FACILITIES and the SUPPORT FACILITIES, and shall faithfully observe all municipal and county ordinances and state and federal statutes now in force or which may hereinafter be in force that are applicable to the installation or construction of the FACILITIES and the SUPPORT FACILITIES.

- (i) That Grantor specifically reserves the right to fully and completely use the Easement/License Area to the fullest extent possible consistent with the Grants granted to the Authority herein and reserves the right to relocate the Easements/License Area to such other areas as it might deem appropriate from time to time so long as such relocated areas are substantially equivalent to those areas identified in this document whether or not on land owned by Grantor. Authority acknowledges and agrees that the rights granted to it pursuant to this Grant of Easements/License are non-exclusive and that Grantor shall have the right to grant easements and licenses in, over, under and through all or any portion of the Easement/License Area to other individuals and/or entities. This Easement/License Agreement shall terminate and be of no force and effect in the event that no FACILITIES and/or SUPPORT FACILITIES are in service for a period of one year following initial installation or that the initial installation is not begun prior to three years from the date hereof.

GRANTOR agrees that the AUTHORITY shall have the right to grant other entities and individuals the right to perform any or all of the installation, construction, maintenance, service, repair and/or replacement of the FACILITIES and the SUPPORT FACILITIES provided that any such other entities and individuals

agree to abide by and comply with the terms and provisions of this Grant of Easements and License to the same extent as if they were the grantee hereunder.

This Grant of Easements and License, and the covenants and agreements made in consideration therefore, shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns. The Easements/License created by this Grant of Easements and License, together with the burdens thereof, shall (i) run with and bind the EASEMENT/LICENSE AREA and GRANTOR'S LAND, and (ii) bind GRANTOR and its grantees, successors and assigns. Each instrument which conveys, grants, transfers, creates or assigns any interest in a part of the EASEMENT/LICENSE AREA shall be deemed to impose as a limitation or restriction upon such part of the EASEMENT/LICENSE AREA, the burden of the Easements and License created hereby (whether or not the instrument of conveyance expressly imposes such limitation or restriction).

The invalidity or unenforceability of any covenant, condition, term or provision of this Grant of Easements and License shall not affect the validity or enforceability of any other covenant, condition, term or provision.

The covenants, conditions, terms and provisions of this Grant of Easements and License shall be governed by (and construed in accordance with) the laws of the State of Indiana.



The Hammond Port Authority, Hammond, Indiana, by its duly authorized officers does hereby accept the foregoing Grant of Easements and License, and its covenants and agrees as provided therein.

Made and Executed this 4th day of Oct., 1995.

HAMMOND PORT AUTHORITY

By: *Arthur Peschke*
ARTHUR PESCHKE,

Chairman

ATTEST: *Peter Knoerzer*
PETER KNOERZER, Secretary

STATE OF INDIANA

COUNTY OF LAKE

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This Document is the property of the Lake County Recorder, in and for said County and State this 4th day of Oct., 1995, personally appeared Arthur Peschke, Chairman, and Pete Knoerzer, Secretary, respectively, acting for and on behalf of the Hammond Port Authority who acknowledged the execution of the foregoing instrument as their voluntary act for the uses and purposes set forth therein.

Witness my hand and notarial seal this 4th day of Oct., 1995.



J.B. Smith
Notary Public

My Commission expires: 12/17/98
My County of Residence: LAKE

A part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West located in North Township, Lake County, Indiana being bounded as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 4,209.68 feet along the East Line of said Section 1 and along the West Line of Section 6, Township 37 North, Range 9 West to the northwestern corner of the 0.848 acre tract of land described in the QUIT CLAIM DEED recorded as instrument #016108 on January 3, 1989 in the office of the Recorder of Lake County, Indiana, the next four (4) courses are along the boundary of said 0.848 acre tract of land; 1) thence South 41 degrees 13 minutes 34 seconds East 152.26 to the point of curvature of a curve to the left, said point of curvature being South 48 degrees 46 minutes 25 seconds West 2,814.93 feet from the radius point of said curve; 2) thence southeasterly 663.25 feet along said curve to its point of tangency, said point of tangency being South 35 degrees 16 minutes 26 seconds West 2,814.93 feet from the radius point of said curve; 3) thence South 54 degrees 43 minutes 34 seconds East 178.65 feet; 4) thence South 01 degree 01 minute 04 seconds East 42.11 feet to the northeastern boundary of the Elgin, Joliet & Eastern Railway (EJ & E); thence South 54 degrees 43 minutes 34 seconds East 306.36 feet along the northeastern boundary of the EJ & E to the East Line of Government Lot 1 of said Section 6 and the southeastern corner of the property of the City of Hammond used by the Hammond Waterworks, the next six (6) courses are along said property; 1) thence North 01 degree 01 minute 04 seconds West 215.38 feet; 2) thence North 40 degrees 07 minutes 56 seconds East 381.14 feet; 3) thence North 54 degrees 50 minutes 04 seconds West 247.27 feet; 4) North 32 degrees 19 minutes 08 seconds East 356.40 feet; 5) thence North 08 degrees 59 minutes 45 seconds West 55.89 feet; 6) thence North 54 degrees 36 minutes 55 seconds West 190.00 feet to the POINT OF BEGINNING of this description; thence South 35 degrees 16 minutes 41 seconds West 117.50 feet; thence North 54 degrees 36 minutes 55 seconds West 54.84 feet; thence North 35 degrees 16 minutes 41 seconds East 117.50 feet to the northeastern boundary of the property of the City of Hammond used by the Hammond Waterworks; thence South 54 degrees 36 minutes 55 seconds East 54.84 feet along said northeastern boundary to the POINT OF BEGINNING containing 0.148 acres, more or less.

KEY 37-59-1

ALSO, a part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West located in North Township, Lake County, Indiana being bounded as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 4,209.68 feet along the East Line of said Section 1 and along the West Line of Section 6, Township 37 North, Range 9 West to the northwestern corner of the 0.848 acre tract of land described in the QUIT CLAIM DEED recorded as instrument #016108 on January 3, 1989 in the office of the Recorder of Lake County, Indiana, the next four (4) courses are along the boundary of said 0.848 acre tract of land; 1) thence South 41 degrees 13 minutes 34 seconds East 152.26 to the point of curvature of a curve to the left, said point of curvature being South 48 degrees 46 minutes 25 seconds West 2,814.93 feet from the radius point of said curve; 2) thence southeasterly 663.25 feet along said curve to its point of tangency, said point of tangency being South 35 degrees 16 minutes 26 seconds West 2,814.93 feet from the radius point of said curve; 3) thence South 54 degrees 43 minutes 34 seconds East 178.65 feet; 4) thence South 01 degree 01 minute 04 seconds East 42.11 feet to the northeastern boundary of the Elgin, Joliet & Eastern Railway (EJ & E); thence South 54 degrees 43 minutes 34 seconds East 306.36 feet along the northeastern boundary of the EJ & E to the East Line of Government Lot 1 of said Section 6 and the southeastern corner of the property of the City of Hammond used by the Hammond Waterworks, the next six (6) courses are along said property; 1) thence North 01 degree 01 minute 04 seconds West 215.38 feet; 2) thence North 40 degrees 07 minutes 56 seconds East 381.14 feet; 3) thence North 54 degrees 50 minutes 04 seconds West 247.27 feet; 4) North 32 degrees 19 minutes 08 seconds East 356.40 feet; 5) thence North 08 degrees 59 minutes 45 seconds West 55.89 feet; 6) thence North 54 degrees 36 minutes 55 seconds West 244.84 feet to the POINT OF BEGINNING of this description; thence South 35 degrees 16 minutes 41 seconds West 18.59 feet to the southeasterly extension of the northeastern face of a proposed building; thence North 54 degrees 42 minutes 58 seconds West 146.70 feet along the southeasterly extension of the northeastern face of a proposed building and along the northeastern face of a proposed building to the southeastern boundary of the 1.01 acre tract of land (Parcel 1A) described in the MUNICIPAL WARRANTY DEED recorded as instrument #04655 on July 13, 1989 in said Recorder's office; thence North 35 degrees 23 minutes 05 seconds East 18.84 feet along the southeastern boundary of said 1.01 acre tract of land to the northeastern boundary of the property of the City of Hammond used by the Hammond Waterworks; thence South 54 degrees 36 minutes 55 seconds East 146.67 feet along the northeastern boundary of the property of the City of Hammond used by the Hammond Waterworks to the POINT OF BEGINNING, containing 0.063 acres, more or less.

KEY 37-59-1

A twenty-four (24) foot wide strip of land, the centerline of which is described as follows:

BEGINNING at Point #1; thence North 35 degrees 15 minutes 26 seconds East 254.59 feet to the point of curvature of a curve to the left, said point of curvature being South 54 degrees 43 minutes 34 seconds East 40.00 feet from the radius point of said curve; thence northeasterly, northerly, and northwesterly 62.91 feet along said curve to its point of tangency, said point of tangency being North 35 degrees 09 minutes 56 seconds East 40.00 feet from the radius point of said curve; thence North 54 degrees 50 minutes 04 seconds West 113.54 feet to the point of curvature of a curve to the right, said point of curvature being South 35 degrees 09 minutes 56 seconds West 40.00 feet from the radius point of said curve; thence northwesterly, northerly, and northeasterly 60.84 feet along said curve to its point of tangency, said point of tangency being North 57 degrees 40 minutes 52 seconds West 40.00 feet from the radius point of said curve; thence North 32 degrees 19 minutes 08 seconds East 330.68 feet to the point of curvature of a curve to the left, said point of curvature being South 57 degrees 40 minutes 52 seconds East 40.00 feet from the radius point of said curve; thence northeasterly, northerly, and northwesterly 60.96 feet along said curve to its point of tangency, said point of tangency being North 35 degrees 17 minutes 10 seconds East 40.00 feet from the radius point of said curve; thence North 54 degrees 42 minutes 50 seconds West 173.07 feet to the TERMINUS of this centerline description containing 0.582 acres, more or less.

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EXHIBIT "2"