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SAM CULICH
AUDITOR LAKE COUNTY

**GRANT OF EASEMENT
FOR USE BY EMERGENCY VEHICLES
AND GRANT OF UTILITY EASEMENT**

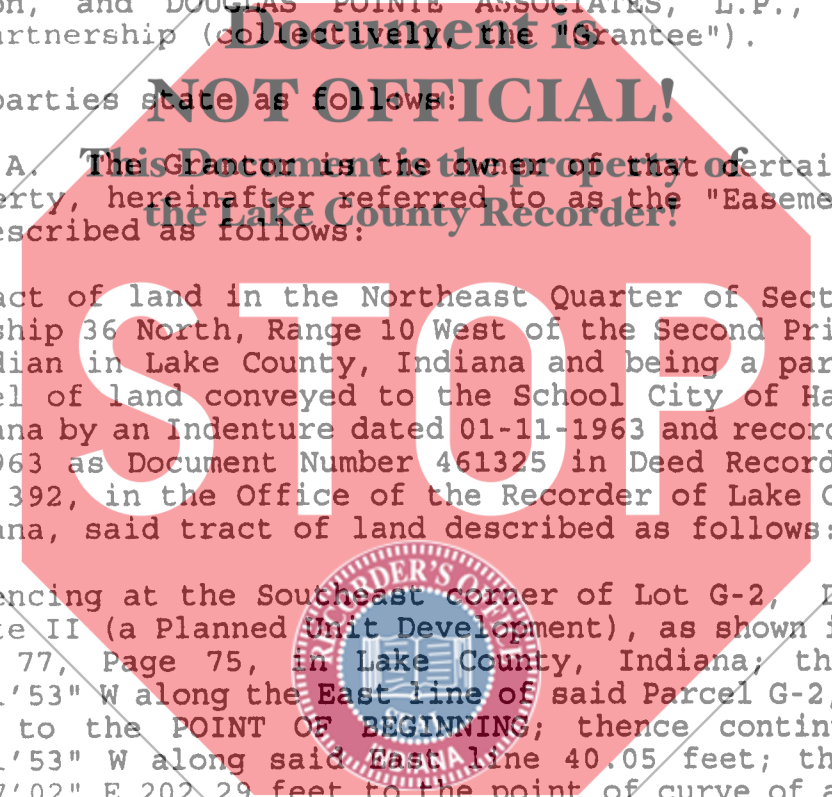
This Grant of Easement for Use by Emergency Vehicles AND GRANT OF UTILITY EASEMENT is made this as of September 11, 1996, by the SCHOOL CITY OF HAMMOND, INDIANA (the "Grantor"), to and for the benefit of DOUGLAS POINTE DEVELOPMENT CORPORATION, an Indiana corporation, and DOUGLAS POINTE ASSOCIATES, L.P., an Indiana limited partnership (collectively, the "Grantee").

The parties state as follows:

A. The Grantor is the owner of that certain parcel of real property, hereinafter referred to as the "Easement Parcel," legally described as follows:

A tract of land in the Northeast Quarter of Section 1, Township 36 North, Range 10 West of the Second Principal Meridian in Lake County, Indiana and being a part of a parcel of land conveyed to the School City of Hammond, Indiana by an Indenture dated 01-11-1963 and recorded 02-07-1963 as Document Number 461325 in Deed Record 1225, page 392, in the Office of the Recorder of Lake County, Indiana, said tract of land described as follows:

Commencing at the Southeast corner of Lot G-2, Douglas Pointe II (a Planned Unit Development), as shown in Plat Book 77, Page 75, in Lake County, Indiana; thence N 02°31'53" W along the East line of said Parcel G-2, 21.57 feet to the POINT OF BEGINNING; thence continuing N 02°31'53" W along said East line 40.05 feet; thence S 89°37'02" E 202.29 feet to the point of curve of a curve concave Northwesterly and having a radius of 20.00 feet; thence Northeasterly along said curve an arc length of 31.45 feet (chord bearing N 45°20'03" E, chord length 28.31 feet, delta angle 90°05'50") to the point of tangent of said curve, said point being on the West right-of-way line of Sohl Avenue; thence S 00°17'07" W along said West right-of-way line 80.00 feet to the point of curve of a curve concave Southwesterly and having a radius of 20.00 feet; thence Northwesterly along said curve an arc length of 31.38 feet (chord bearing N 44°39'58" W, chord length 28.26 feet, delta angle 89°54'10") to the point of tangent of said curve; thence N 89°37'02" W 200.39 feet to the point of beginning.



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B. Douglas Pointe Development Corporation is the owner of that certain parcel of real property legally described on Exhibit A, which is attached hereto and made a part hereof; Douglas Pointe Associates, L.P. is the owner of that certain parcel of real property legally described on Exhibit B, which is attached hereto and made a part hereof; said parcels are hereinafter collectively referred as the "Dominant Estate".

NOW, THEREFORE, for Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants, bargains, sells, and conveys to the Grantee and its successors and assigns the following easement rights:

1. Easement for Use by Emergency Vehicles. A perpetual, non-exclusive easement appurtenant to the Dominant Estate upon, over, and across the Easement Parcel for the following purposes and uses:

- (a) The use for access and egress between the Dominant Estate and Sohl Avenue for emergency vehicles such as police vehicles, fire vehicles, and ambulances; and
- (b) The erection, construction, maintenance, testing, repair, inspection, replacement, and removal of roads and driveways, if and to the extent that the Easement Parcel is not suitable for access and use by emergency vehicles.

THIS IS ONLY AN EMERGENCY ENTRANCE/EXIT AND NOT TO BE USED FOR REGULAR TRAFFIC.

No Grant for Non-Emergency Use. Nothing herein will be construed to grant or permit any use of the Easement Parcel for any uses other than emergency vehicles. The Grantor may erect a gate, or may direct the Grantee to erect a gate, on the boundary between the Dominant Estate and the Easement Parcel, provided that adequate arrangements are made with the Hammond Police Department, the Hammond Fire Department, any other governmental operators of emergency vehicles, and any other persons or entities which operate emergency vehicles which are acceptable to the Grantor, for access to the Easement Parcel.

2. Utility Easement. A perpetual, non-exclusive easement and right of entry appurtenant to the Dominant Estate upon, over, and across the Easement Parcel for use by the Grantor, by the City of Hammond, by Northern Indiana Public Service Company, by Indiana Bell, by United Artists Cable Company, by other public and private utility companies which hold certificates of territorial authority to render service, and to any other entity having the power of eminent domain, for the installation, operation and maintenance, repair, replacement, removal, relocation, servicing and testing of underground pipes, lines, mains, conduits, cables, equipment, and facilities for gas, water, telephone, electricity, cable television, and sanitary sewers, subject to the following:

(a) Construction. All facilities placed upon the Easement Parcel pursuant to the utility easement rights granted hereunder will be underground; water pipes will be at least five (5) feet below the surface. No above-ground facilities may be installed or operated pursuant to the utility easement rights granted hereunder. All such facilities will be constructed such that roadways, parking areas, walkways, and other improvements (excluding only buildings) may be constructed and used over such facilities without additional support or bracing. All facilities constructed or installed pursuant to the rights granted hereunder will be situated and constructed so as to reasonably minimize interference with the use of the Easement Parcel by the Grantor or any successor or assign thereof. All improvements installed on the Easement Parcel pursuant to the rights granted under this Section will be completed and maintained in a good and workmanlike manner.

(b) Repair after Excavation. If the Grantee or other persons or entities exercising utility easement rights granter hereunder excavate or otherwise damage any improvements on the Easement Parcel, such person or entity will repair all pavement damaged in such process, and will pave an area with a width of at least 25 feet in such repair process.

(c) Disruption of Use of Easement Parcel by Grantor. In exercising any utility easement rights granted hereunder, the Grantee or other person or entity will make all reasonable efforts to minimize interference with the use of the Easement Parcel by the Grantor. To the extent practically possible, all entries onto the Easement Parcel pursuant to the rights granted hereunder will be conducted in a manner such that there will be no conflict with the Grantor's school year.

(d) Inspection. The Grantor will have the right to inspect and approve all work performed pursuant to this utility easement.

Non-Exclusive Easements. The easements granted to the Grantee herein are not exclusive. The Grantor reserves the right to use all portions of the Easement Parcel in any manner not inconsistent with the rights granted to the Grantee hereunder.

Term. The Grantee and its successors and assigns will have and hold said easement rights forever.

Covenants Running with Land. This easement is for the benefit of and appurtenant to the Dominant Estate, or any portion thereof, will run with the land, and will be for the benefit and use of the Grantee and its successors and assigns.



IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement for Use by Emergency Vehicles and Grant of Utility Easement as of the date first stated above.

DOUGLAS POINTE ASSOCIATES, L.P., by
Douglas Pointe Development Corporation,
its general partner

By: [Signature]
Larry N. Gough, President

STATE OF INDIANA)
)
COUNTY OF LAKE)

SS:

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9, 1996, BEFORE ME, the undersigned, a Notary Public, on September personally appeared Larry N. Gough, personally known to me to be the same person whose name is subscribed to the foregoing instrument as President of Douglas Pointe Development Corporation, as general partner of Douglas Pointe Associates, L.P., and being first duly sworn by me upon oath, acknowledged that said person has read and understands the foregoing and that said person has affixed said person's name as said person's own free and voluntary acts and as the free and voluntary act of said corporation and partnership for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



[Signature]
Notary Public

My Commission Expires:

County of Residence: _____

Philip C. Spahn
Notary Public, State of Indiana
Porter County
My Commission Expires 10/19/99

This instrument was prepared by:

Demetri J. Retson, Attorney At Law
Burke, Murphy, Costanza & Cuppy
Suite 600
8585 Broadway
Merrillville, Indiana 46410
(219) 769-1313
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Exhibit A

Legal Description of Real Estate Owned by Douglas Pointe Development Corporation

Parcel 1: Lot A, Lot B, Lot C, Lot D, Lot E, and Lot H, Corrective Plat of the Replat of Douglas Pointe (a Planned Unit Development), as per Plat thereof recorded in the Office of the Recorder of Lake County, Indiana, on May 17, 1994, as Document Number 94036793 in Plat Book 76, Page 49, which corrected and amended the Replat of Douglas Pointe, Plat Book 74, Page 19.

Parcel 2: Lot G-1 and Lot G-2, Douglas Pointe II (a Planned Unit Development), as shown in Plat Book 77, Page 75, in Lake County, Indiana.

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the Lake County Recorder!**

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Exhibit B

**Legal Description of Real Estate
Owned by Douglas Pointe Associates, L.P.**

Lot 1 and Lot 2, Corrective Plat of the Replat of Douglas Pointe (a Planned Unit Development), as per Plat thereof recorded in the Office of the Recorder of Lake County, Indiana, on May 17, 1994, as Document Number 94036793 in Plat Book 76, Page 49, which corrected and amended the Replat of Douglas Pointe, Plat Book 74, Page 19.

