PERMANENT EASEMENT

In consideration of the sum of Ten Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, First Unitarian Church of Hobart, Inc., hereinafter referred to as "GRANTOR", does hereby grant, warrant and convey unto the City of Hobart, Lake County, Indiana, hereinafter referred to as "GRANTEE", the non-exclusive permanent right and easement to enter upon and to construct, reconstruct, use, operate and maintain a pipeline, and appurtenances thereto, on, over, across or under a strip of land located in the City of Hobart, Lake County, Indiana, more particularly described as follows: (See attached legal description) together with all rights and privileges necessary and convenient for the full enjoyment and use thereof, including the right of ingress and egress to and from said strip of land over the adjoining lands of GRANTOR herein, and including the right to remove from said strip of land, any trees or growth or plants which may, in the sole judgment of the GRANTEE, endanger the safety of or interfere with the use or enjoyment of the rights granted herein, upon, over, across and under said strip of land.

Except for the use permitted above, any damage done by GRANTEE to the grass, trees, bushes, fences or pavement on or adjacent to said strip of land described in the use of said easement for the purposes set forth above shall be promptly repaired, reconstructed or restored to its existing condition.

The GRANTOR reserves the right to use the above-described land not inconsistent with this grant and GRANTOR agrees that no permanent structure shall be placed in the permanent easement.

The easement right and authority granted herein to the City of Hobart shall be binding upon the GRANTOR, its assigns and/or successors in interest, and upon the City of Hobart its assigns and/or successors in interest

and/or successors in interest.			
Dated thisZ(day of August, 19	999.		
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The permanent essement provided			
by the GRANTOR is contingent on	President	(Signature) ETER	ENJAMIN
HIC GRANTEE accepting = ole	TIMOTHY R. CO	IAKE COUN	HOTIQUA YTI
THE GRANTEE ALCEPTING	President	(Name Printed) o)
responsibility for any and all consequential and incidental danages			
and/or expense which may occur			
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in the process of using the essement.	Secretary	(Signature)	
() T. R. Culc	DE SAVIEUR (2 WESLELV	
() R Culc	Secretary	(Name Printed)	
STATE OF INDIANA	Secretary	(Name Printed)	
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STATE OF INDIANA) SS:	Secretary		SIA
STATE OF INDIANA) SS: COUNTY OF LAKE)			BZE S
STATE OF INDIANA) SS: COUNTY OF LAKE) Before me, a Notary Public of the St	tate of Indiana, personally	y appeared the within name	
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STATE OF INDIANA) SS: COUNTY OF LAKE Before me, a Notary Public of the St Timethy R. Cook Ronald R. execution of the foregoing instrument to be th	tate of Indiana, personally Weszely	y appeared the within name and acknowledged	
STATE OF INDIANA) SS: COUNTY OF LAKE Before me, a Notary Public of the St Timethy R. Cook Ronald R.	tate of Indiana, personally Weszely	y appeared the within name and acknowledged	
STATE OF INDIANA) SS: COUNTY OF LAKE Before me, a Notary Public of the St Timothy R. Cook Ronald R. execution of the foregoing instrument to be th day of August, 1999. September	tate of Indiana, personally Weszely	y appeared the within name and acknowledged Signed and sealed this	ED FOR FEGGE
STATE OF INDIANA) SS: COUNTY OF LAKE Before me, a Notary Public of the State of the foregoing instrument to be the day of August, 1999. September My Commission Expires:	tate of Indiana, personally Wesze (y) eir free and voluntary act.	y appeared the within name and acknowledged Signed and sealed this	
STATE OF INDIANA) SS: COUNTY OF LAKE Before me, a Notary Public of the State of	tate of Indiana, personally Weszely	y appeared the within name and acknowledged Signed and sealed this	ED FOR FEGGE

This Instrument Prepared By: John P. Bushemi, Hobart City Attorney, 8959 Broadway, Merrillville, IN 46410; 219/769-8100

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Legal Description for Permanent Easement: First Unitarian Church of Hobart, Inc.

An easement described as part of the Northwest quarter of Section 32, Township 36 North, Range 7 West of the 2nd Principal Meridian and commencing at a point on the East line of Main Street which is 107.8 feet Northerly of the North line of 5th Street and running thence Northerly on the East line of Main Street 25.0 feet to the Southerly right-of-way line of the New York, Chicago and St. Louis Railroad; thence Easterly along said right-of-way line 25.0 feet; thence Southwesterly approximately 28 feet to the point of beginning. Said easement contains 0.0064 acres more or less.

