EASEMENT

STATE OF INDIANA LAKE COUNTY FILED FOR PECON

In consideration of the same of [Cen Bollars (\$10.00), receipt of which is hereby mutually acknowledged, and for other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, FREDERICK C. SCHAMMERT, 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 perpetual easement right and authority to use for public utility purposes, including but not limited to, the extension storm-water sewer line and if necessary from time to time, to install, construct, operate, maintain, repair, replace and renew is Document is the property of pipelines, cables and/or other appurtenances in the strip of land hereinafter described, together with all rights and privileges necessary or convenient for the full enjoyment or use thereof for the purposes herein described, including the right of ingress and egress to and from the strip of land over the adjoining lands of GRANTOR herein, including the right to remove from said strip hereinafter described, any trees or growth or plants which may, in the sole judgement of the GRANTEE, endanger the safety of or interfere with the use or enjoyment of the rights granted herein in, upon, along, over and through the easement strip of land or right-of-way situated in the City of Hobart, County of Lake, State of Indiana, described as follows:

FILED

The South 10 feet of a parcel described as Lot 27, Andrew Melin's Fairfield Addition to Hobart, as per plat thereof, recorded in Plat Book 8, page 21, in the Office of the Recorder of Lake County, Indiana.

PETER BENJAMIN LAKE COUNTY AUDITOR

Any damages to the grass, trees, bushes, fences or buildings on or adjacent to the strip of land described done by the GRANTEE, or its agents, in the use of said easement for the purposes set forth above shall be promptly repaired, reconstructed or restored to its existing condition at the

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time said damage by the GRANTEE occurs.

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

The undersigned GRANTOR hereby covenants to be the owner in fee simple of said real estate with good right and title to grant and convey an easement herein.

Document is

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.

Dated this 20	May of Motime	<u>(n</u> , 1999.			e en
GRANTOR:			Mis Control		
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		Frederick C. Scham	mert		
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Before me, a Notary Public of the State of Indiana, personally appeared the within named and acknowledged the execution of the foregoing instrument to be their free and voluntary act. Signed and sealed this 20 day of September, 1999.

My Commission Expires:

2.3-08

Notary Public County of Residence: LAKE