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SERVITUDE 000 056443

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2000 AUG -8 AM 11: 38

MORRIS W. CARTER  
RECORDER

BE IT KNOWN by all to whom these presents may come:

THAT by virtue of this contract made this 10<sup>th</sup> day of January, 1999 by and between Darlene Theresa Watson, Grantor, and David Brian Tucker, Grantee, which shall bind and obligate, and inure to the benefit of the signatories hereto and their heirs and assigns forever, the Grantee and his heirs and assigns shall possess an easement on the following described real estate:

Lot 2 in block 7 in Lake Shore, a sub-division of part of that part of the South half of Section 27, Township 34 North, Range 9 West of the 2<sup>nd</sup> principle meridian, as per plat thereof, recorded June 24, 1926 in plat book 20 page 9, in the office of the Recorder of Lake County, Indiana; and more commonly known as 8513 West 139<sup>th</sup> Avenue, Cedar Lake, Indiana.

The Grantee, and his heirs and assigns, shall have the rights, privileges and immunities in the property, which is described above, and as set forth below.

The Grantee, and his heirs and assigns, under this contract shall have the right to enter upon the above described real estate without hindrance from the Grantor, or her heirs or assigns, and there at his own expense, discretion, and volition to survey, make topographical profiles, take soil samples, conduct soil borings, do footing and foundation exploration and all other engineering efforts and work preparatory to the construction of the structures and projects for which this easement is given.

The Grantee, and his heirs and assigns, shall, at his own expense, have the right to remove, alter or incorporate any natural or man made or induced features, of, in, or upon the above described real estate for the purpose more readily to survey, make topographical profiles, take soil samples, conduct soil borings, do footing and foundation exploration and all other engineering efforts and work preparatory to, and/or involved in the construction of the structures and/or projects for which this easement is given.

The Grantee, and his heirs and assigns, shall have the exclusive right to occupy all of the area, the boundaries of which are coincidental with the legal description of the real estate, (see Plat of Survey attached), over which this servitude pertains, above a horizontal plane which is disposed at a vertical distance of five (05) inches (five inches) above the lowest natural geographic point on the said real estate and extending vertically upward therefrom to infinity. This servitude does not deprive the Grantor, her heirs and assigns, from retaining the exclusive right, legal title and use of the said real estate to the extent not encumbered by this servitude.

PETER BENJAMIN  
LAKE COUNTY AUDITOR 00632

18.00  
Ac  
C.S

25x [ ]

The grantee, and his heirs and assigns, shall have the right to occupy and/or encumber several circular tracts or parcels of said above described real estate, which said circular tracts or parcels shall be five feet in diameter. A rectangular grid-work of locations, which said circular tracts or parcels are to be used for the purpose of construction of caissons and building supports; for the erection of a bank of elevators, escalators, stairway, pedestrian and automobile ramps and/or other means for ingress and egress to and from the space herein conveyed, together with the free and unrestricted right to the use of any part or all of said real estate necessary or convenient for the storing of material, tools and implements used in the construction of any building to be erected to occupy the space herein granted; also the perpetual right of use of any portion of said premises for the laying of pipe or pipes, wires, conduits or other similar or dissimilar appliances or equipment for supplying the structure of the grantee with electricity, gas, water and other similar and dissimilar products for the proper and convenient use and operation of said building, structure, edifice or spatial claim occupancy of any sort or type, with the right of ingress and egress for the construction, installation, maintenance, occupancy and/or enjoyment thereof.

The grantee, and his heirs and assigns shall have the right to erect, operate, maintain, repair, modify, rebuild, replace or dismantle on said lands and appurtenant space such structures as may be deemed by the grantee, his heirs or assigns, desirable or necessary to provide access in connection therewith. Grantor also grants to the Grantee, his heirs and assigns, the perpetual right to license, permit or otherwise agree to the joint or independent use or occupancy of the Grantee, his heirs and assigns, by any other person, association or corporation for the Grantee, and assigns. There is also granted to the Grantee, his heirs and assigns, the perpetual right to clear all brush, timber, structures, improvements, and fire hazards, located within or upon the above set forth real estate provided, however, the words "structure," "improvements" and "fire hazard" shall not be interpreted to include growing crops.

The Grantee, and his heirs and assigns, agree that trees that are felled shall be cut in commercial wood lengths, as directed by the Grantors, but not less than eight (8) feet, and left on the lands of the Grantor. All brush, structures, improvements, and fire hazards removed from the area authorized to be cleared shall become the property of the Grantee and may be removed or destroyed by the Grantee except that Grantor may, at her election, remove existing structures or improvements at any time prior to their removal or destruction by the Grantee or its contractors.

The undersigned agrees that all facilities, structures or features installed or established, as provided in this servitude, on the above-described lands at the Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee, however, in the event that the Grantee shall, at any time, remove any such facility, structure or feature, the Grantee shall not be responsible to restore, recondition, reestablish any natural or man-made feature, structure, improvement, vegetation or the surface of the above described real estate to the original condition thereof, the condition in which it was encountered by the grantee or any other condition, nor shall the Grantee be responsible to further compensate the grantor, her heirs or assigns for any loss of value in the above described real estate as a result of the construction, existence, utilization, abandonment or removal of such facility, structure or feature.

The grantor, and her heirs and assigns, shall have the right to use in the construction of any structure below that constructed by the grantee any of the walls or supports erected by the grantee herein, providing, however, that such use shall not, in any way, alter, modify, burden, weaken or impose upon such walls or supports, and the grantee hereby indemnifies the grantor against any liability, loss or damage arising out of or in connection with the construction, maintenance and occupancy of the space herein conveyed.

For the consideration herein above set forth, the Grantor, for herself, her heirs, administrators, executors, successors and assigns, do hereby agree that for and during the life of said easement and right of way, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any building, structure, tree or other object extending into the aforesaid reserved air space, and that they shall not hereafter use or permit or suffer the use of Grantors' property in such a manner as to create an impediment, interference, obstruction or inconvenience to the grantee, his heirs or assigns in the free and unimpaired exercise and enjoyment of the rights granted thereto in this servitude.

The Grantee or his heirs or assigns is under no obligation to undertake any effort to survey, make topographical profiles, take soil samples, conduct soil borings, do footing and foundation exploration or any other engineering efforts and work preparatory to the construction nor the actual effort of construction of the structures and projects for which this easement is given, on or in the above described real estate, and nothing in this contract may be construed to impose such an obligation.

All right title and interest to the rights, privileges and immunities which are granted herein shall vest in and become the property of the Grantee and his heirs and assigns and shall be theirs exclusively and such granting of said rights to the Grantee his heirs and assigns shall deprive the Grantor, her heirs and assigns, of any right to the same.

The Grantee, and his heirs and assigns, shall have no obligation to the Grantor, her heirs or assigns concerning the above described real estate, the condition or value thereof, except as is otherwise set forth herein.

It is expressly intended by the parties hereto that the rights and obligations set forth and undertaken herein, shall be binding upon the signatories hereto and their heirs and assigns forever, it being understood and agreed that the aforesaid covenants and agreements shall run with the land.

In consideration for conveying all of the foregoing the undersigned Grantee has paid in hand to the undersigned Grantor one dollar of silver, and other good and valuable consideration, receipt of which is hereby acknowledged.

This contract is based upon the fact, that the Grantor is an assignee of the legal title, the federal land patent, of the above described tract of land, with the appurtenances thereof, unto her heirs and assigns forever. Should any provision of this contract be found to be invalid or unenforceable, the balance of the contract shall be and remain valid, intact, and enforceable.

Darlene Theresa Watson

Darlene Theresa Watson, GRANTOR

David Brian Tucker

David Brian Tucker, GRANTEE

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the Lake County Recorder!

State of Indiana  
Jasper County

Before me, a Notary Public in and for said county and state, personally appeared the above named individuals personally known to me and affixed their signatures hereon in my presents.

Signature:

Patricia L. Oudman

Patricia L. Oudman  
Printed name of Notary

My Commission Expires Nov. 12, 2001

resident of Jasper County

Enclosures: Plat of Survey of above described tract of land.



Drafted by: Grantee

Return to: David Brian Tucker, Grantee  
P.O. Box 53  
St. John, Indiana 60473-0053

