

UTILITY CROSSING EASEMENT

CM620028869

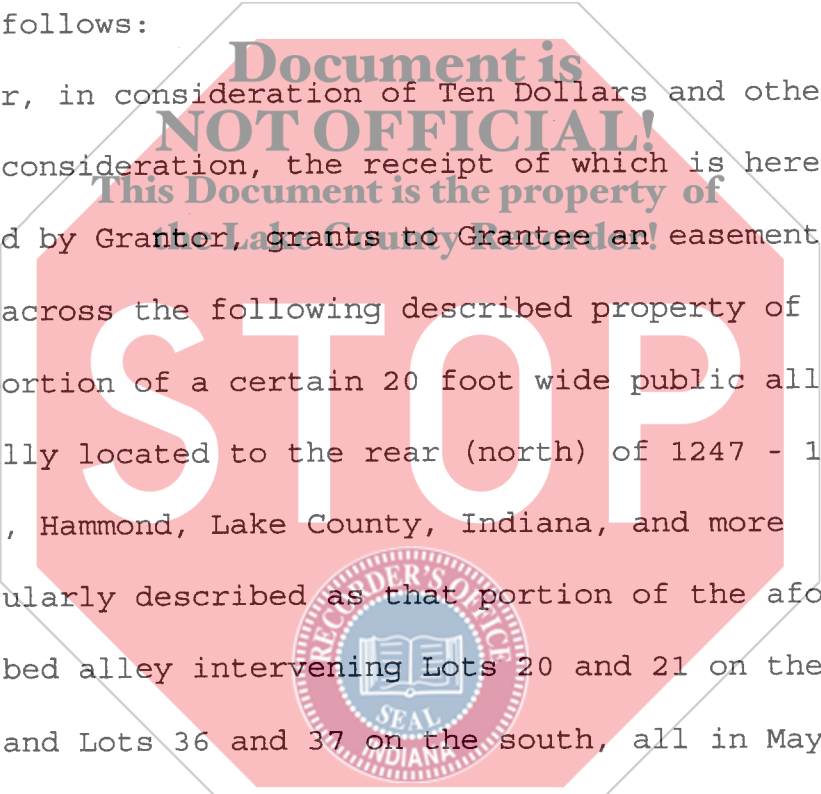
This Easement granted this 31st day of October, 2002, by City of Hammond by and through its Board of Public Works and Safety, Grantor, of Hammond, Lake County, Indiana to Mercantile National Bank of Hammond, Indiana as Trustee under Trust Agreement dated January 27, 1969 and known as Trust No. 2689, Grantee, of Hammond, Lake County, Indiana, all in the words and figures as follows:

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

HORRIGAN W. CARTER
RECORDER



Grantor, in consideration of Ten Dollars and other sufficient consideration, the receipt of which is hereby acknowledged by Grantor, grants to Grantee an easement on, above, and across the following described property of Grantor:

That portion of a certain 20 foot wide public alley generally located to the rear (north) of 1247 - 169th Street, Hammond, Lake County, Indiana, and more particularly described as that portion of the afore-described alley intervening Lots 20 and 21 on the north and Lots 36 and 37 on the south, all in Maywood Gardens Additions to the City of Hammond, as shown in Plat Book 16, page 27, in the Office of the Recorder of Lake County, Indiana.

The above-described easement is appurtenant to the property owned by Grantee generally described as the south 40 feet of

CHICAGO TITLE INSURANCE COMPANY

FILED

NOV 20 2002

PETER BENJAMIN
LAKE COUNTY AUDITOR

00153

18.00
LP

CT

Lots 20 and 21, all of Lots 34 through 38, in Maywood Gardens Addition to the City of Hammond, as shown in Plat Book 16, page 27, in the Office of the Recorder of Lake County, Indiana.

Commonly known as 1247 - 169th Street, Hammond, Lake County, Indiana.

The easement as above described is to service the dominant estate of Grantee and is for the benefit of Grantee and shall inure to the benefit of Grantee's heirs, successors, and assigns in the above-described property of Grantee.

This easement is granted for the purposes of continuing use and maintenance of the easement property for the existent heating, ventilating, and cooling lines; telephone lines; and electrical power lines running in, through, and over the above-described easement property including the replacement and/or augmentation of any such lines and the addition of other services such as, but not limited to cable, fiber optic, or other communications' connections, or other power connections such as natural gas lines, all together with the right of ingress and egress to affect the purposes of the easement. Grantee shall give Grantor at least forty-eight (48) hours notice, save in the event of emergency, of any work to be done on/in the easement property. Grantee agrees to place the property of Grantor in as good or better condition following any work of Grantee as the property existed prior to such work.

In the event that use of the right of way is needed by the City for public utility purposes, Grantee will be responsible for relocating Grantee's facilities within the public right of way at Grantee's expense.

Granted this 31st day of October 2002, at Hammond, Lake County, Indiana.

Board of Public Works and Safety

By: *Diana Gonzalez*
Diana Gonzalez, President

Attest:

Kimberly Nordhoff
Kimberly Nordhoff, Secretary

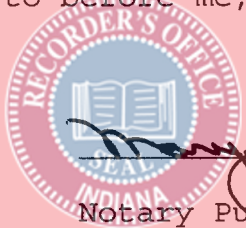
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STOP

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

SUBSCRIBED and SWORN to before me, a Notary Public, this 31st day of October 2002.



Maryam Farzavoli
Notary Public

My Commission Expires:
7-5-08

My County of Residence:
Jake

ACCEPTANCE

Grantee, Mercantile National Bank of Hammond, Indiana as Trustee under Trust Agreement dated January 27, 1969 and known as Trust No. 2689, hereby accepts the terms and conditions of the above-described easement.

Mercantile National Bank of Hammond, Indiana as Trustee under Trust Agreement dated January 27, 1969 and known as Trust No. 2689

By: SEE SIGNATURE PAGE ATTACHED

STATE OF INDIANA)

COUNTY OF LAKE)

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This Document is the property of the Lake County Recorder!

SUBSCRIBED and SWORN to before me, a Notary Public, this ___ day of October 2002.

Notary Public

My Commission Expires:

My County of Residence:



This UTILITY CROSSING EASEMENT is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated January 27, 1969, creating trust number 2689; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations, agreements and liabilities, herein made are made and are intended, not as personal covenants, undertakings, representations, agreements and liabilities, of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking, representation or agreement herein, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the "Act") as amended from time to time or any other federal, state or local law, rule or regulation. MERCANTILE NATIONAL BANK OF INDIANA, personally, is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein, the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

Furthermore, the information contained in this instrument has been furnished to the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by an Assistant Vice President and Trust Officer and attested by its Assistant Vice President and Trust Officer the day and year first above written.

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE
AFORESAID AND NOT PERSONALLY

By *Loretta Dorman*
Loretta Dorman, Vice President and Trust Officer

ATTEST:
Michelle R. Waclawik
Michelle R. Waclawik, Trust Officer

STATE OF INDIANA, COUNTY OF LAKE) s.s.

Before me, a Notary Public in and for said County, in the State aforesaid, personally appeared before me, Loretta Dorman Vice President and Trust Officer, and Michelle R. Waclawik, Trust Officer, of MERCANTILE NATIONAL BANK OF INDIANA, a national banking association, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said national banking association, and as their free and voluntary act, on behalf of said national banking association, as Trustee.

Given under my hand and notarial seal this 1st day of November, 2002.

Signed: *Janet L. Dremonas*
Janet L. Dremonas, Notary Public

