

**FILED**

*Ret to Chicago Title*

DEC 28 1984

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*Laura O. Priddy*  
**AUDITOR LAKE COUNTY**

EASEMENT FOR SANITARY SEWER

This grant of easement made this 28th day of December, 1984 by and between MANSARDS NORTH, an Indiana Partnership, LAKE COUNTY TRUST COMPANY, as Trustee under a Trust Agreement dated February 4, 1969, and known as Trust No. 1425, MANSARDS NORTHEAST, an Indiana Partnership, LAKE COUNTY TRUST COMPANY, as Trustee under a Trust Agreement dated March 6, 1970, and known as Trust No. 1502, and LAKE COUNTY TRUST COMPANY, as Trustee under a Trust Agreement dated December 10, 1984, and known as Trust No. 3461, (herein collectively, the "Grantor"), and JAMES W. DYE and MERCANTILE NATIONAL BANK OF INDIANA, as Trustee under a Trust Agreement dated December 1, 1982, and known as Trust No. 4481 (herein collectively, the "Grantee").

WHEREAS, Grantors are the owners of real estate described in Exhibit "A" which is attached hereto, incorporated herein by reference, and made a part hereof, which real estate is burdened by the easements herein granted (herein the "Burdened Parcel") and part of which real estate has been improved with residential apartment buildings and appurtenances such as roadways, walkways, parking spaces and recreational facilities and is a part of an integrated interdependent residential apartment complex known as "The Mansards Apartments", and

WHEREAS, Grantee is the owner of real estate described in Exhibit "B" which is attached hereto, incorporated herein by reference, and made a part hereof, which is the real estate to be benefited by the easements herein granted (herein the "Benefited Parcel").

WHEREAS, the parties further acknowledge and agree that the continued use of the Benefited Parcel can only be accomplished if Grantee maintains and continues the connection to and use of the sanitary sewer system presently installed on the Burdened Parcel.

KNOW ALL MEN BY THESE PRESENTS: That the Grantor in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid to Grantor, does hereby grant, convey, transfer and assign to Grantee, its respective successors and assigns, a non-exclusive easement, right and authority from time to time to connect with, use and enjoy the existing underground pipes, conduits, and manholes (herein the "Sanitary Sewer System") which is presently constructed in, under and upon the Burdened Parcel together with all rights and privileges necessary or convenient for the full enjoyment and use thereof; provided that the capacity of the existing Sanitary Sewer System is sufficient to accept the discharge from the Benefited Parcel. Said easement and Sanitary Sewer System are located in, under and upon the following described real estate:

STATE OF INDIANA / S.S. / No.  
LAKE COUNTY  
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WILLIAM REED, CLERK

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Being an easement 20 feet in width and lying 10 feet on either side of the following described centerline: Beginning at a point on the North line and 13.97 feet West of the Northeast corner of Mansards Addition, Phase 5 as recorded in the Office of the Recorder of Lake County, Indiana; thence North a distance of 973 feet, more or less, to a point lying 32 feet East of the West line and 318 feet South of the North line of Mansards Addition, Phase 4 to the Town of Griffith as recorded in Plat Book 40, page 84 in the Office of the Recorder of Lake County, Indiana; thence Northeasterly a distance of 324 feet more or less to a point lying on the North line of Mansards Addition, Phase 4 and 50.6 feet East of the West line of said Mansards Addition Phase 4, & being an easement 15 feet in width and lying 7.5 feet on either side of the following described centerline: Beginning at a point on the North line of said Mansards Addition Phase 4, which point is 573.27 feet East of the East right of way line of Arbogast Avenue; thence North 0° 25' 44" East, a distance of 20.0 feet; thence South 89° 53' W. along a line parallel to the North line of said Mansards Addition, Phase 4, a distance of 573.27 feet to the East line of Arbogast Avenue, all in Griffith, Lake County, Indiana.

Grantor covenants and agrees to protect, maintain, repair, and preserve the Sanitary Sewer System in a fully operable condition and the same shall not be disturbed, altered, changed or relocated without Grantee's prior written consent. All costs related to the use, maintenance and repair of the Sanitary Sewer System shall be borne proportionately by the parties based upon the ratio of the improved square footage contained in each parcel. In the event that Grantor shall fail or refuse to maintain and repair the Sanitary Sewer System then Grantee shall have the right and authority to maintain and repair the same and the cost thereof shall be assessed and paid as provided above. Grantee shall pay all costs and fees related to its tap-in or connection with the Sanitary Sewer System.

Grantors Mansards North and Lake County Trust Company as Trustee under a Trust Agreement dated February 4, 1969 and known as Trust No. 1425, does also hereby grant, convey, transfer and assign to Grantee, its respective successors and assigns, a non-exclusive easement, right and authority from time to time to use and enjoy for sanitary sewer purposes by means of underground conduit over, under and upon the following described real estate:

Outlot "A", Mansards Addition, Phase 1, to the Town of Griffith, Lake County, Indiana, as shown in Plat Book 39, page 68, in Lake County, Indiana.

and

Outlot "A", Mansards Addition, Phase 2, to the Town of Griffith, Lake County, Indiana, as shown in Plat Book 39,

page 69, in Lake County, Indiana, and the South half of vacated 35th Street adjoining said property to the North.

To carry into effect the purpose of this easement and to exercise the rights and privileges granted hereunder, Grantor grants to Grantee the right of ingress and egress from public streets adjoining the Burdened Parcel or from private roadways constructed within said residential apartment complex over and across the Burdened Parcel by such route or routes as shall occasion the least damage and inconvenience to Grantor.

The easement, right and authority herein granted to Grantee is hereby limited solely to the use and for the benefit of the Benefited Parcel described above.

The Grantor reserves the use and enjoyment of the Burdened Parcel for all purposes not inconsistent with this grant; provided however no buildings or structures shall be constructed upon the Burdened Parcel which would or could impede or interfere, in any way, with the Sanitary Sewer System.

This easement is granted in perpetuity and shall be deemed a covenant running with the land and be appurtenant to the Benefited Parcel, and not in gross.

This grant of easement shall inure to the benefit of and be binding on the successors and assigns of the parties hereto and may be assigned by Grantee only as appurtenant to the real estate owned by Grantee which real estate is described herein.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be representations, covenants, undertakings and agreements of the Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding the trust property, and this easement is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee under said Trust Agreement because of this easement or as a result of any representation, covenants, undertaking or agreement of the said Trustee in this easement contained, either express or implied, all such personal liability, if any, being expressly waived and released by the Grantee herein and by all persons claiming by, through or under said Grantee.

IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this instrument on this the 28th day of DECEMBER, 1984.

GRANTOR:

MANSARDS NORTH, MANSARDS NORTHEAST,  
Indiana Partnerships,

By: *James W. Dye*  
JAMES W. DYE, PARTNER

LAKE COUNTY TRUST COMPANY, as Trustee under a Trust Agreement dated February 4, 1969 and known as Trust No. 1425; as Trustee under a Trust Agreement dated March 6, 1970 and known as Trust No. 1502; as Trustee under a Trust Agreement dated December 10, 1984 and known as Trust No. 3461

By: *Donna L. Campbell*  
DONNA L. CAMPBELL, Vice-President and Trust Officer

ATTEST:

*Charlotte L. Keilman*  
CHARLOTTE L. KEILMAN  
Assistant Secretary

GRANTEE:

*James W. Dye*  
JAMES W. DYE

MERCANTILE NATIONAL BANK OF INDIANA,  
As Trustee under a Trust Agreement dated December 1, 1982 and known as Trust No. 4481

By: *Franklin J. Black*  
FRANKLIN J. BLACK, Vice-President and Trust Officer







Agreement dated December 1, 1982 and known as Trust No. 4481, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28<sup>th</sup> day of December, 1984.

*Lois Monts*

Lois Monts  
Notary Public

My Commission Expires:

Aug. 9, 1985

Resident of Lake County

EXHIBIT "A"

Lake County Trust Company Trust No. 1425 (Mansards North):

Parcels 1 to 4 and Outlot "A", Mansards Addition, Phase 1, to the Town of Griffith, Lake County, Indiana, as shown in Plat Book 39, page 68, in Lake County, Indiana.

Parcels 1 to 6 and Outlot "A", Mansards Addition, Phase 2, to the Town of Griffith, Lake County, Indiana, as shown in Plat Book 39, page 69, in Lake County, Indiana, and the South half of vacated 35th Street adjoining said property to the North.

Lake County Trust Company Trust No. 1502 (Mansards Northeast):

Parcels 1 to 5, Mansards Addition, Phase 3, to the Town of Griffith, Lake County, Indiana, as shown in Plat Book 40, page 82, in Lake County, Indiana.

Parcels 1 to 5, Mansards Addition Phase 4, to the Town of Griffith, Lake County, Indiana, as shown in Plat Book 40, page 84, in Lake County, Indiana, and the South half of vacated 35th Street adjoining said property on the North.

Lake County Trust Company Trust No. 3461:

Parcels 1 to 4 and Outlot "A", Mansards Addition, Phase 1, to the Town of Griffith, Lake County, Indiana, as shown in Plat Book 39, page 68, in Lake County, Indiana.

Parcels 1 to 6 and Outlot "A", Mansards Addition, Phase 2, to the Town of Griffith, Lake County, Indiana, as shown in Plat Book 39, page 69, in Lake County, Indiana, and the South half of vacated 35th Street adjoining said property to the North.

Parcels 1 to 5, Mansards Addition, Phase 3, to the Town of Griffith, Lake County, Indiana, as shown in Plat Book 40, page 82, in Lake County, Indiana.

Parcels 1 to 5, Mansards Addition Phase 4, to the Town of Griffith, Lake County, Indiana, as shown in Plat Book 40, page 84, in Lake County, Indiana, and the South half of vacated 35th Street adjoining said property on the North.



EXHIBIT "B"

Mercantile National Bank of Indiana Trust No. 4481 (James W. Dye):

Phase 5 Mansards Addition, to the Town of Griffith, Lake County, Indiana as shown in Plat Book 41, page 83, and Phase 6 Mansards Addition, to the Town of Griffith, Lake County, Indiana as shown in Plat Book 41, page 84, excepting therefrom part of Phase Six (6), more particularly described as follows: Beginning at the Northeast corner of said Phase Six (6); thence South 89 degrees 53 minutes 16 seconds West, along the North line of said Phase Six (6), a distance of 430.55 feet to the Northwest corner of said Phase Six (6); thence South 0 degrees 26 minutes 35 seconds East, along the West line of said Phase Six (6), a distance of 260.0 feet; thence North 89 degrees 53 minutes 16 seconds East, parallel with the North line of said Phase 6, a distance of 116.70 feet; thence South 0 degrees 28 minutes 32 seconds East, parallel with the East line of said Phase Six (6), a distance of 56.50 feet; thence North 89 degrees 53 minutes 16 seconds East, parallel with the North line of said Phase Six (6), a distance of 314.0 feet to a point on the East line of said Phase Six (6); thence North 0 degrees 28 minutes 32 seconds West, along the East line of said Phase Six (6), a distance of 316.50 feet to the place of beginning.