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GRANT OF EASEMENT

THIS AGREEMENT, made this 26th day of November, 1990, by and between Lake County Trust Company, **Trust Number 3950, **as hereinafter called Grantor, and the Town of Dyer, Lake County, Indiana, acting by and through its Town Council, hereinafter called Grantee, Trustee under

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant unto the Grantee forever a perpetual right-of-way and easement, and a temporary easement for construction purposes only on each side of the perpetual easement to make the original installation, with the right, privilege and authority in Grantee to enter upon, dig, lay, erect, construct, install, reconstruct, operate, maintain, patrol, continue, repair, replace and renew a public utilities, including but not limited to a sanitary storm and/or sewer line (hereinafter "utilities and sewers") or lines of pipe as a part of the Grantee Town's system and works for the collection, carriage, treatment and disposal of the storm water of the town, with all necessary and convenient equipment, facilities, service pipes, lines and connections therefor, and to operate by means thereof a system for such collection, carriage, treatment and disposal, as shall be hereafter located and constructed in, on, upon, along, under, over and across the following described real estate owned by Grantor and situated in Lake County, Indiana, to-wit:

The West twenty (20) feet of Lot 26 through Lot 39 inclusive, in the Chateau Woods Addition to the Town of Dyer, as per plat thereof, recorded in Plat Book 68, page 16, in the Office of the Recorder of Lake County, Indiana.

The Grantee, its successors and assigns shall have the right to enter along, over and upon said easement to repair, relocate, service and maintain such utilities and sewers, at will, and to make such alterations and improvements in the facilities thereof as may be necessary or useful, to remove from the extent of the right-of-way any encroaching trees, buildings or other obstructions to the free and unobstructed use of such easement, and to build and maintain all necessary equipment plus intakes, catch basins, and other devices which might be incidental to such utilities and sewers, and shall have the right of ingress and egress only over adjoining premises and lands when necessary and without doing damage to such adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said easement.

Grantee covenants that, in the installation, maintenance or operation of its utilities and sewers and appurtenances, under, upon, over and across said tract of land in which the perpetual easement is granted, it will restore the area disturbed by its work to as near the original condition as practicable.

Anna N. Anton
AUDITOR LAKE COUNTY

001486

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION



STATE OF INDIANA

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Grantor herein covenants for themselves, their Grantees, successors and assigns that they will not erect or maintain any building or other structure or obstruction on or over said utilities and sewers and appurtenances of said tract of land in which the perpetual right-of-way and easement is hereby granted, except by express permission from the Grantee, in writing, and in accordance with the terms thereof, and which permission when in writing and recorded shall run with the real estate.

Full right and authority is hereby granted unto the Grantee, its successors and assigns, to assign, convey or set over, to another or others, the easement hereby granted.

A diagram map showing the route, courses and distance through the above premises and lands and width of right-of-way is attached hereto, made a part hereof and marked Exhibit "A".

Grantor hereby covenants that they are the owners in fee simple of said real estate, are lawfully seized thereof and have a good right to grant and convey the foregoing instrument therein; that they guarantee the quiet possession thereof, that said real estate is free from any and all encumbrances except the following:

1. Current taxes.
2. Easements, encumbrances or liens of record, if any.

This Agreement shall be binding upon the Grantor, their successors and assigns, and upon all parties claiming by, through or under them, and the same shall inure to the benefit of the Grantee herein, their successors and assigns.

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement this _____ day of _____, 1990.



LAKE COUNTY TRUST COMPANY, as
Trustee under Trust Number 3950

By SEE SIGNATURE PAGE ATTACHED
Trust Officer

It is expressly understood and agreed by and between the parties hereto, anything herein, to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, 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 only that portion of the trust property specifically described herein, and this instrument 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 LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, 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. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor" 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.

The information contained in this instrument has been furnished to the undersigned by the beneficiary 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, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 26th day of November, 1990.

LAKE COUNTY TRUST COMPANY, not personally, but as Trustee under the provisions of a Trust Agreement dated December 29, 1989 and known as Trust No. 3950.

By: *Karyn Zasada*
Karyn Zasada, Trust Officer

ATTEST:

By: *Charlotte L. Kellman*
Charlotte L. Kellman, Assistant Secretary

STATE OF INDIANA

COUNTY OF LAKE



I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the abovenamed Trust Officer and Assistant Secretary of the Lake County Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

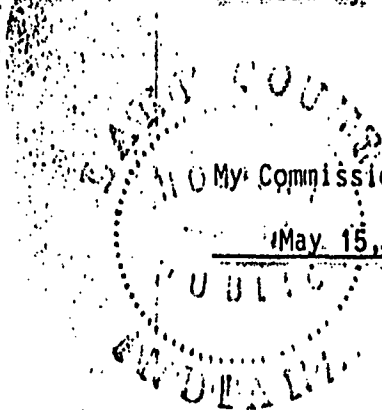
Witness my hand and seal this 26th day of November, 1990.

Angelina Bravos
Angelina Bravos, Notary Public

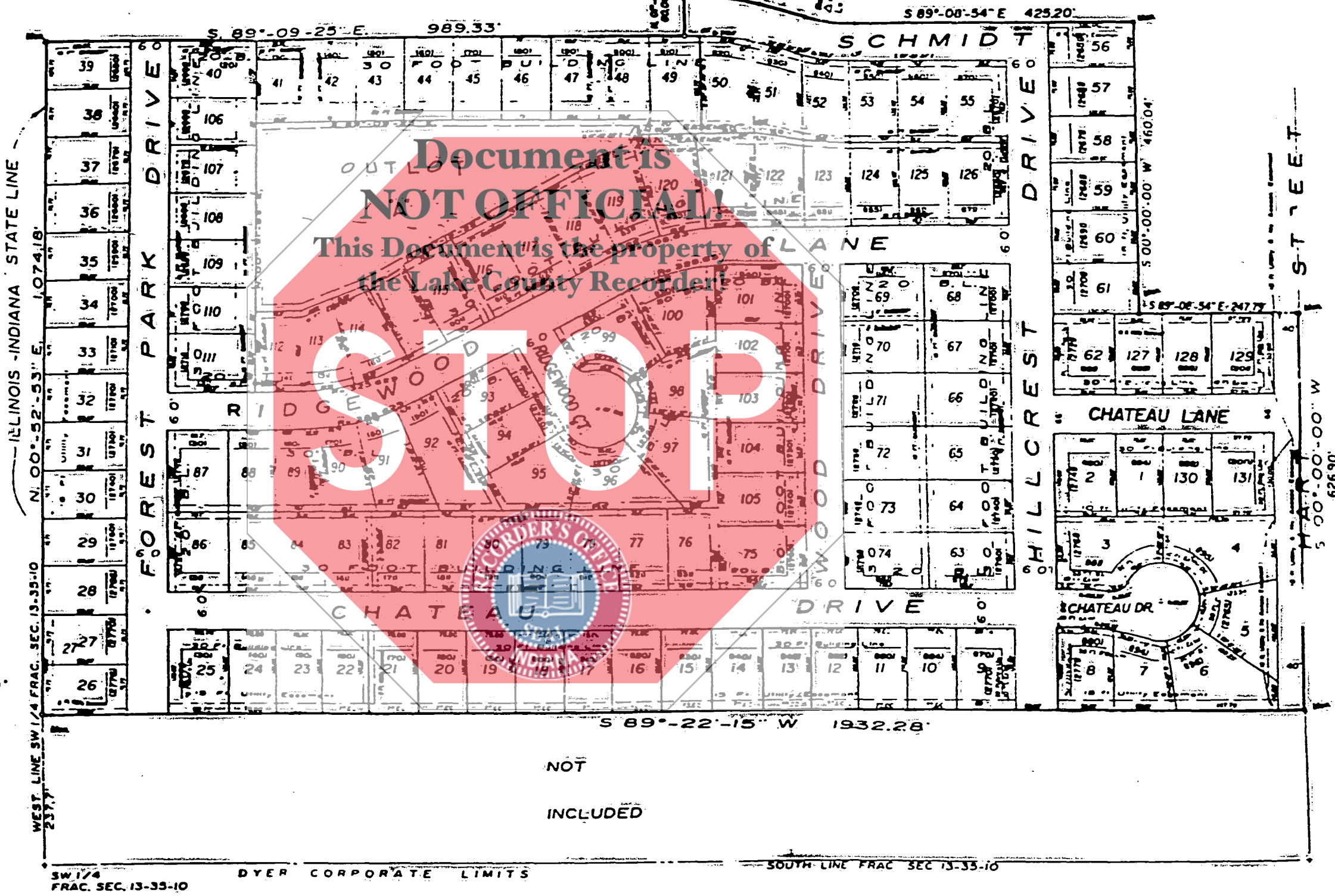
Resident: Lake County, Indiana

My Commission Expires:

May 15, 1993

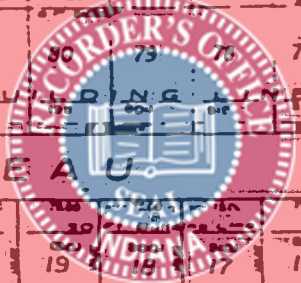


CHATEAU WOODS DYER, IND.



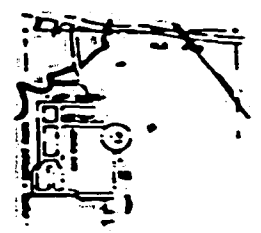
Document is
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STOP



NOT
INCLUDED

SCALE: 1" = 100'
MAY 9, 1989



SW 1/4 FRAC. SEC. 13-35-10 DYER CORPORATE LIMITS SOUTH LINE FRAC SEC 13-35-10