

139397

P 3 LC

Copy to Mety 7/16/65

6250 Bridway

Mer 46410

GRANT OF PERPETUAL EASEMENT

THIS INDENTURE made this 21 day of JUNE, 1965, by and between Jack W. & Martha W. Heiny of the County of Lake, State of Indiana, hereinafter called "Grantors" and the Board of Directors, Merrillville Conservancy District, Lake County, State of Indiana, hereinafter called "Grantee".

W I T N E S S E T H :

That for and in consideration of the sum of \$1.00 and other valuable considerations, the receipt of which is hereby acknowledged, the Grantor for himself, herself, itself, themselves, his, her, their administrator, successors and assigns does hereby grant, bargain, sell, convey and warrant unto the Grantee, its Grantee's successors and assigns forever a perpetual right-of-way and easement, with the right, privileges and authority in Grantee, its Grantee's successors and assigns, to enter upon, dig, lay, erect, construct, install, re-construct, renew, and to operate, maintain, patrol, replace, repair, and continue a sewer line including County Record hereto main, sub-main, local, lateral, outfall, force, an interceptor sewer, as a part of the Grantee's system and works for the collection, carriage, treatment and disposal of the waste, sewage, garbage, storm water, and refuse of said district, as shall be hereafter located and constructed into, under, upon, over and across the following described real estate and premises owned by the Grantors and situate in the County of Lake, State of Indiana; to-wit: An easement which shall be limited to that area at the rear of the lot lying between the rear lot line and the rear building line. Sewer lines shall be placed as close as is practicable to said rear lot line, and all easements shall then become the distance of the sewer line from the rear line, or 5 feet, with no easement less than 3 feet along the rear line. Upon lot 76 of the Brookwood Subd. as platted and recorded in book 27, page 42 and dated March 18, 1917. Key no. 15-199-26.

Existing 4" tile in easement will be replaced at the proper depth with necessary slope for drainage from South to North where it is connected to East-West main drain. All present connections from Grantor's property to the 4" drain tile will be reconnected. All tile to be covered with 6" of stone. Tile shall be replaced within 10 days of disruption of service. Grantee shall be aware of and assume responsibility of any damage to grantor's electric pole and underground lines at the edge of said easement.



STATE OF INDIANA/S.S. NO. LAKE COUNTY FILED FOR RECORD

DEC 18 9 35 AM '90 ROBERT H. BOGGS RECORDER

FILED

DEC 13 1990

00504

Anna M. Antone
AUDITOR LAKE COUNTY

800

The Grantee, its successors and assigns shall have the right to enter along, over and upon said easement to repair, re-locate, service and maintain such sewers, at will, and to make such alterations and improvements in the facilities thereof as may be necessary or useful, and 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 intakes, catch basins, and other devices incident to such 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 sewer and appurtenances under, upon, over and across said tract of land in which perpetual easement is hereby granted, it will restore the area disturbed by its work to as near the original condition as is practicable.

Grantors herein covenant 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 sewer and appurtenances under said tract of land in which 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.

A diagram map showing the route, courses and distances through the above premises and lands and width of right-of-way is attached hereto and made a part of this indenture by reference an exhibit "A".

Grantors hereby covenant 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 easements 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. Basis Key #15-1969-26 Book 1228 Page 249
3. Equitable Life Insurance for U.S. (give mortgage record, page, and mortgage).

and that grantors will warrant and defend Grantee's title to said easement against all lawful claims.

IN WITNESS WHEREOF, the Grantors have hereunto set their respective hands and seals the day and year first above written.



Jack W. Heiny (SEAL)
 Jack W. Heiny
Martha W. Heiny (SEAL)
 Martha W. Heiny (SEAL)

STATE OF INDIANA)
) SS:
 COUNTY OF LAKE)

On this 21 day of JUNE, 1965, before the undersigned, a Notary Public in and for said County and State, personally appeared the Grantor herein, _____ who acknowledged the execution of the above and foregoing conveyance to be their voluntary act and deed.

WITNESS my hand and Notarial Seal this 21 day of JUNE, 1965
John Horton
 Notary Public
 John Horton

My Commission Expires:
4/17/68

This Instrument Prepared
 By _____