

139399

6250 Bidway  
Men 46410

GRANT OF PERPETUAL EASEMENT

THIS INDENTURE made this 6th day of May, 1967,  
by and between HENDERSON  
CHARLEY S. & MARY M. HENDERSON, 1 MEADOW LANE,  
MERRILLVILLE,  
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".

STATE OF INDIANA, S. NO.  
LAKE COUNTY  
FILED  
DEC 13 1990  
35 AM '90

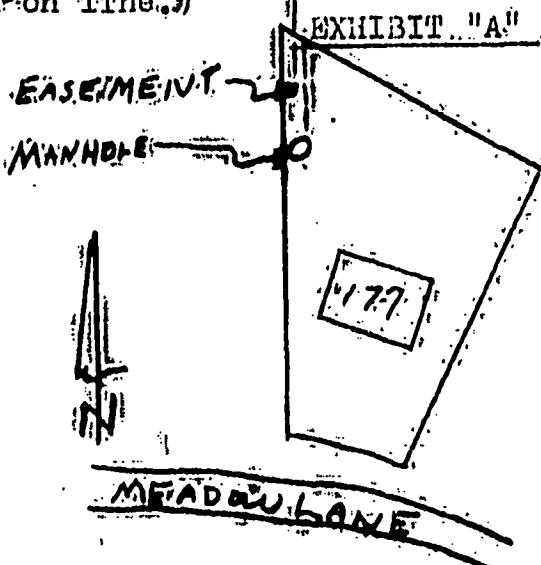
WITNESSETH

**Document is**

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 Grantees, successors and assigns, a right-of-way and easement, the right, privileges and authority in Grantee, its Grantees, 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, but not limited thereto 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, 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 situated in the County of Lake, State of Indiana; to-wit: Expansion of the present 5" utility easement to 12' X 60' with the added 7' to be an exclusive grant to the Grantee. Upon Lot #177, Forrest Hills Addition, as platted and recorded in Book 25, page 3, dated July 5, 1940, Key 15-175-26. It is further agreed and stipulated that an 8 inch sewer line will be extended from the indicated manhole to the south so that service can be connected to from lot #177 (Min. 35" extension on line.)



EXHIBIT "A"



**FILED**

DEC 13 1990

*Anna N. Anton*  
AUDITOR LAKE COUNTY

00506

8:00

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 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.

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 easement is hereby granted, it will restore the area disturbed by its work to as near the original condition as is practicable. If Grantee does not restore the disturbed area within one year after the sewer has been laid and covered, to as near the original condition as is practicable, the Grantor can hire the disturbed area restored to as near the original condition as may be practicable, and the costs charged and to be assumed by Grantee.

Grantors herein covenant 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 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 the indenture by reference as Exhibit "A".

Grantors hereby covenant that they are the owners in fee simple of said real estate, and 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.
3. \_\_\_\_\_  
(Give mortgage record, page, and mortgage)

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

Charley S. Henderson (SEAL)  
 Charley S. Henderson (SEAL)  
Helen L. Henderson (SEAL)  
 Helen L. Henderson (SEAL)

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

On this 6 day of MAY, 1967, before the undersigned a Notary Public in and for said county and State personally appeared the Grantor herein, Charley S. Henderson & Helen L. Henderson and acknowledged the execution of the above and foregoing conveyance to be their voluntary act and deed.

WITNESS my hand and Notarial Seal this 6 day of MAY, 1967.

My Commission Expires:  
4/28/68

Leslie L. Summers  
Notary Public

This Instrument Prepared  
By Martin Kinney