

TR

6250 Bidway  
Mer 46410

139405

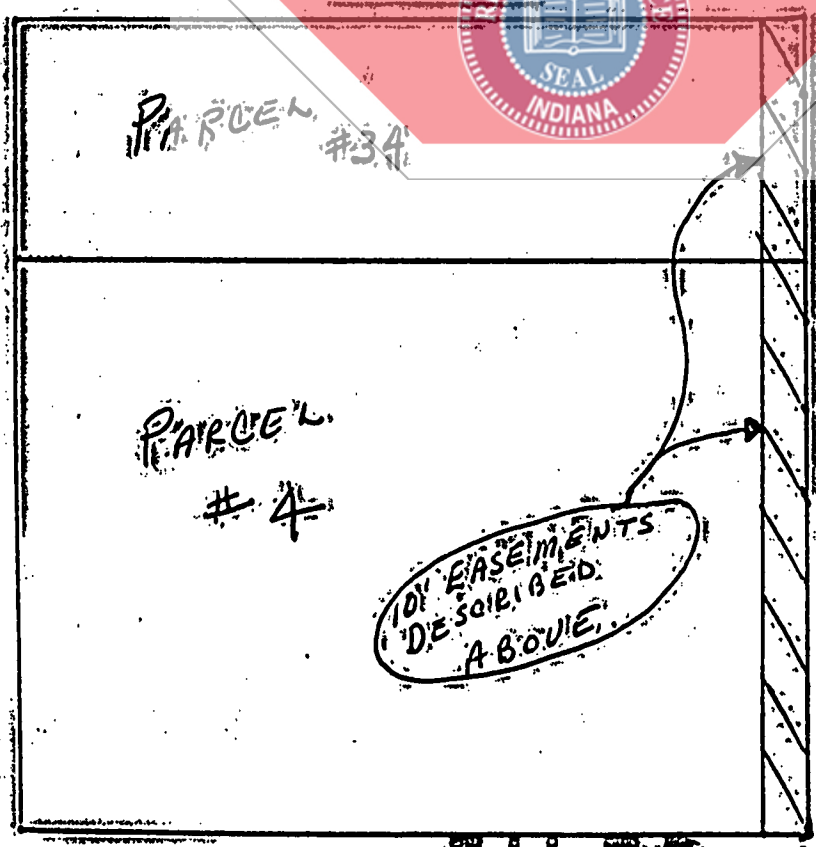
GRANT OF PERPETUAL EASEMENT

THIS INDENTURE made this 9 day of October, 1964, by and between, Mrs Milton H. & Lucille V. Hoepfner 86 E. 70th Cr. Pt. 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".

WITNESSETH:

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 bargain, sell, convey and warrant unto the Grantee, its Grantees, successors and assigns, forever a perpetual right-of-way and easement, with the right, privileges and authority in Grantee, its Grantees, successors and assigns, to enter upon, dig, lay, erect, construct, install, re-construct, fence, 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, 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: a ten foot easement, along and parallel, to the east line of parcels #4 & #34, Key no. 15-27-4, descr. as Pt NW NW S15 T35 R8, and key no. 15-27-34, descr. as Pt Mid 1/3 NW NW S15 T35 R8. As shown below.

Exhibit A



STATE OF INDIANA/S.S. NO.  
LAKE COUNTY  
FILED FOR RECORD  
Dec 18 9 35 AM '90  
ROBERT BOB FREELAND  
RECORDER

FILED

00512

DEC 13 1990

*Anna M. Antox*  
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 within said County, attached hereto and made a part of this indenture by reference as 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. None

3. None

(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.

Walter H. Kieppner (SEAL)

Lucas B. Kieppner (SEAL)

\_\_\_\_\_  
(SEAL)

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE    )

On this 7 day of July, 1964, before the undersigned, a Notary Public in and for said County and State personally appeared the Grantor herein, Walter H. Kieppner who acknowledged the execution of the above and foregoing conveyance to be their voluntary act and deed.

WITNESS my hand and Notarial Seal this 9 day of October, 1964

John T. ...  
Notary Public

My Commission Expires:

11/17/68