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Copy to Metz 7/14/65
6250 Bidway
Merr

GRANT OF PERPETUAL EASEMENT

THIS INDENTURE made this 14 day of July, 1965,
by and between Nick & Winifred B. Jankovich 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, grant, bargain, sell, convey and warrant unto the Grantee, its Grantees, successors and assigns, the right, privilege and authority in, to, and over the property of the 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, 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, and all for such time as said easement shall be used for said purposes and 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 110 feet, with no easement less than 110 feet along the rear line. Upon lots 1115 and 1116 of the Brookwood Subd. as platted and recorded in book 276, page 42 and dated March 18, 1947. Key nos., 115-200-15 and 115-200-16.



FILED

DEC 13 1990

Oliver N. Untch
AUDITOR LAKE COUNTY

STATE OF INDIANA/S.S. NO.
LAKE COUNTY
FILED FOR RECORD
DEC 18 9 36 AM '90
ROBERT B. WHEELAND
RECORDER

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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.

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 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 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.

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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 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. _____
3. _____
(Give mortgage record, page, and mortgage)

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

Nick Jankovich (SEAL)
Winifred B. Jankovich (SEAL)
 Winifred B. Jankovich (SEAL)

STATE OF INDIANA)
) SS:
 COUNTY OF LAKE)

On this 14 day of July, 1965, before the undersigned a Notary Public in and for said County and State personally appeared the Grantor herein, Nick & Winifred Jankovich and acknowledged the execution of the above and foregoing conveyance to be their voluntary act and deed.

WITNESS my hand and Notarial Seal this 14 day of July, 1965.

John Horton
 Notary Public
 John Horton

This Instrument Prepared
 By Martin Kinney

