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Cole Associates
701 E. 83rd Ave
St. E.
Merrillville 46410

FILED

MAY 13 1991

EASEMENT FOR DRAINAGE LINE

Ann N. Antton
AUDITOR LAKE COUNTY

THIS INDENTURE WITNESSETH, that

RONALD LEE PARISH, JR. and JULIA A. PARISH, husband and wife, hereinafter referred to as "Grantors,"

FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT AND CONVEY UNTO:

THE TOWN OF MERRILLVILLE

a non-exclusive right, ~~right-of-way~~ and easement in the real estate of the Grantors situated in the Town of Merrillville, Lake County, Indiana, ~~more particularly described as follows:~~

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An easement for utilities being 20.0 feet in width and being a part of Lot No. 3, Block 10, of Southlands Subdivision as shown on a plat of same in Book No. 19, Page 2, dated July 23, 1925, in the Lake County Recorder's Office, said subdivision being a part of the South Half of the Northeast Quarter (NE 1/4) of Section Four (04), Township Thirty-five (35) North, Range Eight (08) West and all being in Lake County, Merrillville, Indiana.

part of 15-96-23

Beginning at the Southwest corner of said Lot No. 3, thence North along the west line of said Lot No. 3, a distance of 140 feet to the Northwest corner of said Lot No. 3, Block 10, of the Southlands Subdivision; thence East along the north line of said Lot No. 3, a distance of 20 feet, thence South, along a line which is parallel with and 20 feet, measured at right angles, East of the West line of said Lot No. 3, a distance of 140 feet, to a point on the South line of Lot No. 3, being the north right of way line of Fifty Seventh Avenue, thence West along said North right of way line Fifty Seventh Avenue, a distance of 20 feet to the Point of Beginning of this description and containing 0.064 acre, more or less.

STATE OF INDIANA/S.S. NO.
LAKE COUNTY
MAY 13 9 20 AM '91

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This easement is given to Grantee to enable Grantee to enter upon, construct, install, renew and to operate, maintain, repair, replace and continue one or more drainage lines within the above-described real estate.

Grantors reserve the use of the easement not inconsistent with this grant and Grantors expressly reserve the right to install and maintain walkways, hedges, fences, shrubs, concrete and asphalt driveways and parking areas and further reserve the right to install and maintain drainage, sewer, water and other utility lines at such locations within the easement as will not interfere with Grantee's drainage line. Grantors reserve the right to grant other easements within the drainage easement on the condition that such other easements do not interfere with the drainage line easement hereby created.

Grantors shall have the right to relocate the easement and the drainage line if, in the opinion of Grantors, such relocation is necessary for the future development of Grantor's real estate of which the easement is a part, subject to the consent of the Town of Merrillville, which consent shall not unreasonably be withheld. If Grantors wish to relocate the easement and the drainage line, such relocation shall be performed at Grantors' expense and a new easement in substantially similar form shall be substituted for this easement. The drainage line as relocated shall be substantially comparable to the drainage line existing immediately prior to such relocation.

This easement is given to Grantee to enable Grantee to enter upon, construct, install, renew and to operate, maintain, repair, replace and continue one or more drainage lines within the above-described real estate.

Grantors reserve the use of the easement not inconsistent with this grant and Grantors expressly reserve the right to install and maintain walkways, hedges, fences, shrubs, concrete and asphalt driveways and parking areas and further reserve the right to install and maintain drainage, sewer, water and other utility lines at such locations within the easement as will not interfere with Grantee's drainage line. Grantors reserve the right to grant other easements within the drainage easement on the condition that such other easements do not interfere with the drainage line easement hereby created.

Grantors shall have the right to relocate the easement and the drainage line if, in the opinion of Grantors, such relocation is necessary for the future development of Grantor's real estate of which the easement is a part, subject to the consent of the Town of Merrillville, which consent shall not unreasonably be withheld. If Grantors wish to relocate the easement and the drainage line, such relocation shall be performed at Grantors' expense and a new easement in substantially similar form shall be substituted for this easement. The drainage line as relocated shall be substantially comparable to the drainage line existing immediately prior to such relocation.

All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, personal representatives, grantees, successors and assigns of the Grantors and the Grantee.

IN WITNESS WHEREOF, Grantor has executed this Easement this 13 day of May, 1991.

Grantors:

Ronald Lee Parish, Jr.
Ronald Lee Parish

Julia A. Parish
Julia A. Parish

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the Lake County Recorder!

STATE OF INDIANA)

COUNTY OF LAKE)

SS:

STOP

Before me, a Notary Public in and for said County and State, personally appeared Ronald Lee Parish, Jr. and Julia A. Parish, and, acknowledged the execution of the above and foregoing Easement for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 13th day of May, 1991.



James D. Smith
Notary Public

MY COMMISSION EXPIRES:

3/29/92

Resident of Lake County, Indiana

This instrument prepared by Phillip A. Norman, Attorney at Law, 8585 Broadway, Suite 610, Merrillville, IN 46410.