

RETURN TO: HODGES, DAVIS, GRUENBERG, COMPTON & SAYERS
LAKE COUNTY OFFICE
5525 Broadway, Merrillville, IN 46410
ATTN: CLYDE D. COMPTON

B-453006

91022804

GRANT OF PERPETUAL EASEMENT

THIS INDENTURE made this 5th day of APRIL, 1991, by and between RICHARD W. SHAVER and MARVA L. SHAVER 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 Grantors 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, 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, reconstruct, 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 situate in the County of Lake, State of Indiana, described on Exhibit A, attached hereunto.

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, 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

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MAY 13 1991

Alex N. Antow
AUDITOR LAKE COUNTY

INDIANA TITLE INSURANCE COMPANY
INDIANA DIVISION

STATE OF INDIANA/S.S. NO.
LAKE COUNTY
FILED
MAY 14 7 14 PM 1991

14.00
309A

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 or right-of-way is attached hereto and made a part of this indenture by reference as Exhibit B.

Grantors reserve the right for the benefit of its adjoining property to tap-in to any sewer lines within the easement area subject to the approval of the Grantee as to the location of tap-in and the availability of sufficient reserve capacity at the time of proposed tap-in.

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. Mortgage dated September 12, 1988 and recorded September 14, 1988 as Document No. 997277, to Gainer Bank;
3. Covenants, conditions and restrictions of record;

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.



[Signature] (SEAL)
Richard W. Shaver

[Signature] (SEAL)
Marva L. Shaver

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

On this 5th day of April, 1991, before the undersigned, a Notary Public in and for said County and State personally appeared the Grantors herein, Richard W. Shaver and Marva L. Shaver, who acknowledged the execution of the above and foregoing conveyance to be their voluntary act and deed.

Witness my hand and Notarial Seal this 5th day of April, 1991.



Rebecca Auguste
Notary Public

A Resident of Lake County

My Commission Expires:

5-25-93

This Instrument Prepared by:

Laura L. Hois
Regional Attorney
Real Estate/Legal Department
McDonald's Corporation
McDonald's Plaza
Oak Brook, Illinois 60521

**Document is
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the Lake County Recorder!**

STOP



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Part of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of Section 10, Township 35 North, Range 8 West of the Second Principal Meridian in the County of Lake, State of Indiana, described as follows:

Beginning at a point on the West line of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of said Section 10, said point being 940 feet South of the North line of the Northeast Quarter (NE 1/4) of said Section 10, said point also being the Southeast corner of Lot 14 as said lot is known and designated on the recorded plat of E. M. ROGNES FIRST ADDITION TO GLEN ELLYN as recorded in Plat Book 27, page 60; thence North 0°-07'-50" West along the West line of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of said Section 10 a distance of 13 feet to a point; thence North 89°-52'-10" East a distance of 5 feet to a point; thence South 0°-07'-50" East a distance of 34 feet to a point; thence North 89°-52'-10" East a distance of 301.94 feet more or less to a point on the West line of the limited access right-of-way of Interstate 65; thence Southwardly along the West limited access right-of-way line of said Interstate 65 a distance of 10 feet to a point; thence South 89°-52'-10" West a distance of 307.13 feet more or less to a point on the West line of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of said Section 10; thence North 0°-07'-50" West along the West line of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of said Section 10 a distance of 31 feet to the place of beginning of this description.



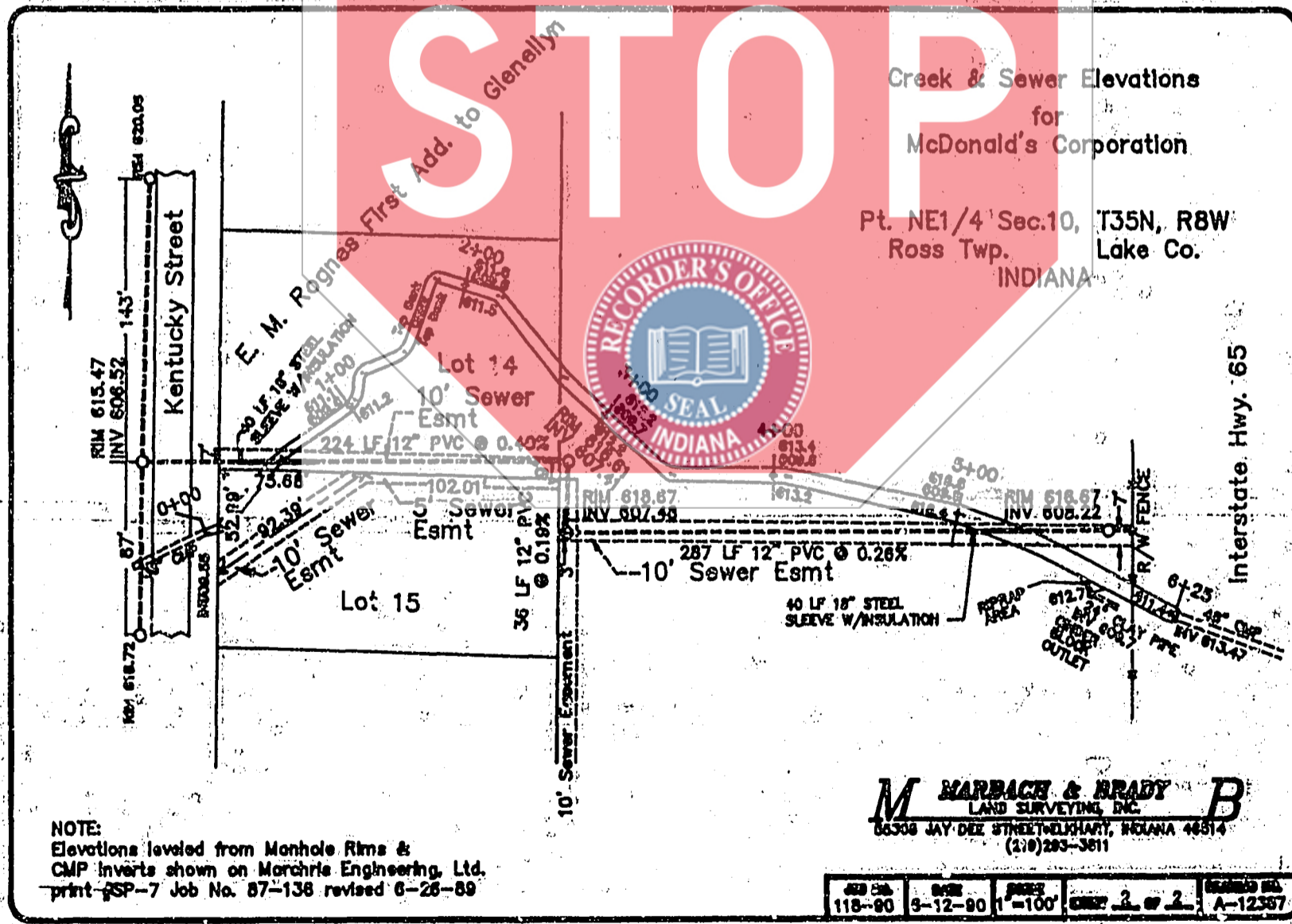
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STOP

Creek & Sewer Elevations
for
McDonald's Corporation

Pt. NE1/4 Sec.10, T35N, R8W
Ross Twp. Lake Co.
INDIANA



NOTE:
Elevations leveled from Manhole Rims &
CMP Inverts shown on Morchle Engineering, Ltd.
print MSP-7 Job No. 87-138 revised 6-26-89

M HARBACH & BRADY B
LAND SURVEYING, INC.
66308 JAY DEE STREET WELSHART, INDIANA 46514
(219) 293-3611

JOB No. 118-90	DATE 3-12-90	SCALE 1"=100'	SHEET 2 OF 2	RECORD NO. A-12387
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EXHIBIT B