

15901 Briargate Dr.
Lowell, MN 55056
JUN 4 1993

93042735 RIGHT-OF-WAY EASEMENT

3 THIS RIGHT-OF-WAY EASEMENT AGREEMENT made this 8 day of JUNE, by and between RICHARD L. WISNIEWSKI and SAMUEL SHULTZ, "Grantor", and LAKE DALECARLIA REGIONAL WASTE DISTRICT, Lake County, Indiana, "Grantee".

That Grantor owns and has title to certain real estate located in Lake County, Indiana, and desires to grant a right-of-way easement to Grantee for utility associated purposes over the real estate.

NOW THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged by Grantor, Grantor does hereby grant, bargain, sell, convey and warrant unto the Grantee, its successors and assigns, forever, a perpetual right-of-way and easement with the right, privilege and authority in Grantee, at its own expense, to enter upon, dig, lay, erect, construct, install, reconstruct, operate, maintain, patrol, continue, repair, replace and renew, a sanitary sewer line or lines of pipe, and appurtenances, as a part of the Grantee's System for the collection, carriage, treatment and disposal of the waste and sewage of the District, with all necessary and convenient equipment, facilities, service pipes, lines and connections therefore, and to operate by means thereof a system for such collection, carriage, treatment, ~~disbursement~~, disposal and distribution as shall be hereafter located and constructed in, on, upon, along, under, over and across the real estate owned by Grantor and situated in Lake County, Indiana, which real estate is described in Exhibit A attached hereto and a part hereof.

Documents
NOT OFFICIAL
the Lake County Recorder!

The Grantee shall have the right, at its expense, to enter along, over and upon the easement to repair, replace, remove, relocate, service and maintain its sanitary sewers and appurtenances, at will, and to make such alterations and improvements therein as may be necessary or useful, and to build and maintain all necessary sewers, pumps, tanks, filters, distribution systems, controls, electrical, and appurtenances incident to such sewers, and for such purposes shall have the right of ingress and egress over adjoining premises and lands when necessary and without doing damage to the 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 lines and appurtenances, under, on, over and across the real estate in which the perpetual right-of-way easement is hereby granted, it will, at its own expense, restore the area disturbed by its work to as near the original condition as is practicable.

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Grantor covenants for Grantor, ~~Grantor's~~ Grantor's grantees, successors and assigns that Grantor will not erect, ~~erect~~ erect or maintain any building or other structure or obstruction on or over the sewer lines and appurtenances, and gives the Grantee the right to remove any such obstruction, or grant additional easements over, across or on the real estate in which the perpetual right-of-way easement is hereby granted, except by express written permission from the Grantee, in accordance with the terms thereof, which permission, when in writing and recorded shall run with the real estate.

Full right and authority is hereby granted unto the Grantee, its successors and assigns, to assign or convey to another or others, this right-of-way easement.

Grantor hereby covenants that Grantor is the owner in fee simple of the real estate, is lawfully seized thereof and has a good right to grant and convey the foregoing easement herein; and Grantor guarantees the quiet possession hereof and will warrant and defend Grantee's title to the easement against all lawful claims.

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STATE OF INDIANA/S.S.HO.
LAKE COUNTY
FILED FOR REC'D

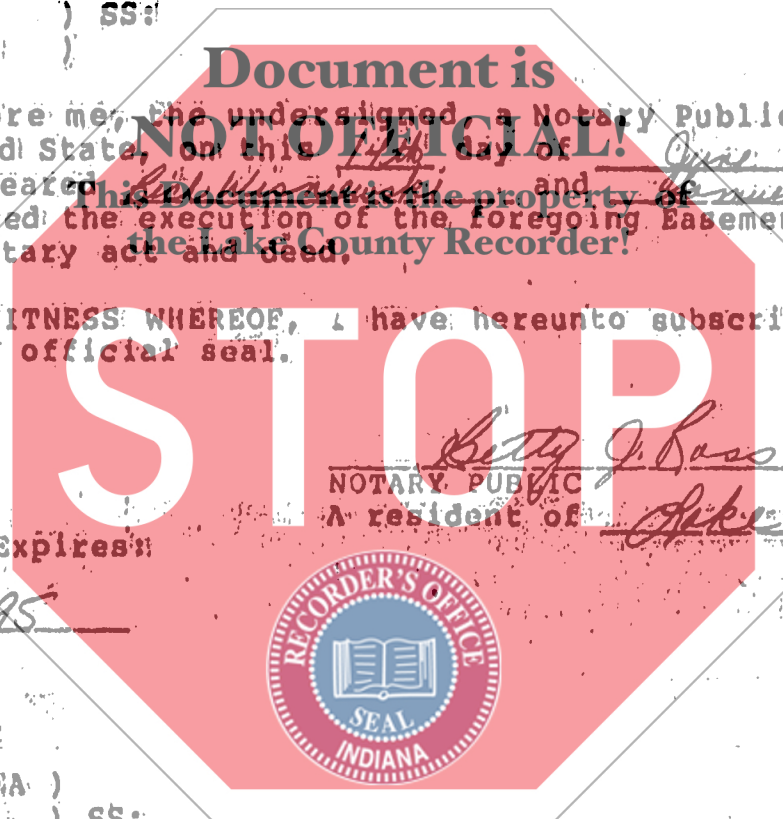
This Agreement shall be binding upon the Grantor, Grantor's heirs, personal representatives, successors and assigns, and upon all other parties claiming by, through or under Grantor, and the same shall inure to the benefit of the Grantee herein, its successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Right-of-Way Easement this 14th day of June, 1993.

GRANTOR
Richard L. Wisniewski
 RICH. WISNIEWSKI
 PRINT
 FIVE-STAR GEN. CONTR.
 SAMUEL O. SHULTZ
 PRINT

GRANTEE
 LAKE DALECARLIA REGIONAL WASTE DISTRICT, by and through its Board of Trustees
 By: Teresa Stoner
 Teresa Stoner,
 District Manager.

STATE OF INDIANA)
) SS:
 COUNTY OF LAKE)



Before me, the undersigned, a Notary Public in and for said County and State, on this 14th day of June, personally appeared Richard L. Wisniewski and Samuel O. Shultz who acknowledged the execution of the foregoing Easement Agreement as their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Betty J. Ross
 NOTARY PUBLIC
 A resident of Lake County

My Commission Expires:
August 7, 1995

STATE OF INDIANA)
) SS:
 COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 14th day of June, personally appeared TERESA STONER, as signatory of the Board of Trustees of Lake Dalecarlia Regional Waste District, who acknowledged the execution of the foregoing Easement Agreement as as such Officer for and on behalf of said District.

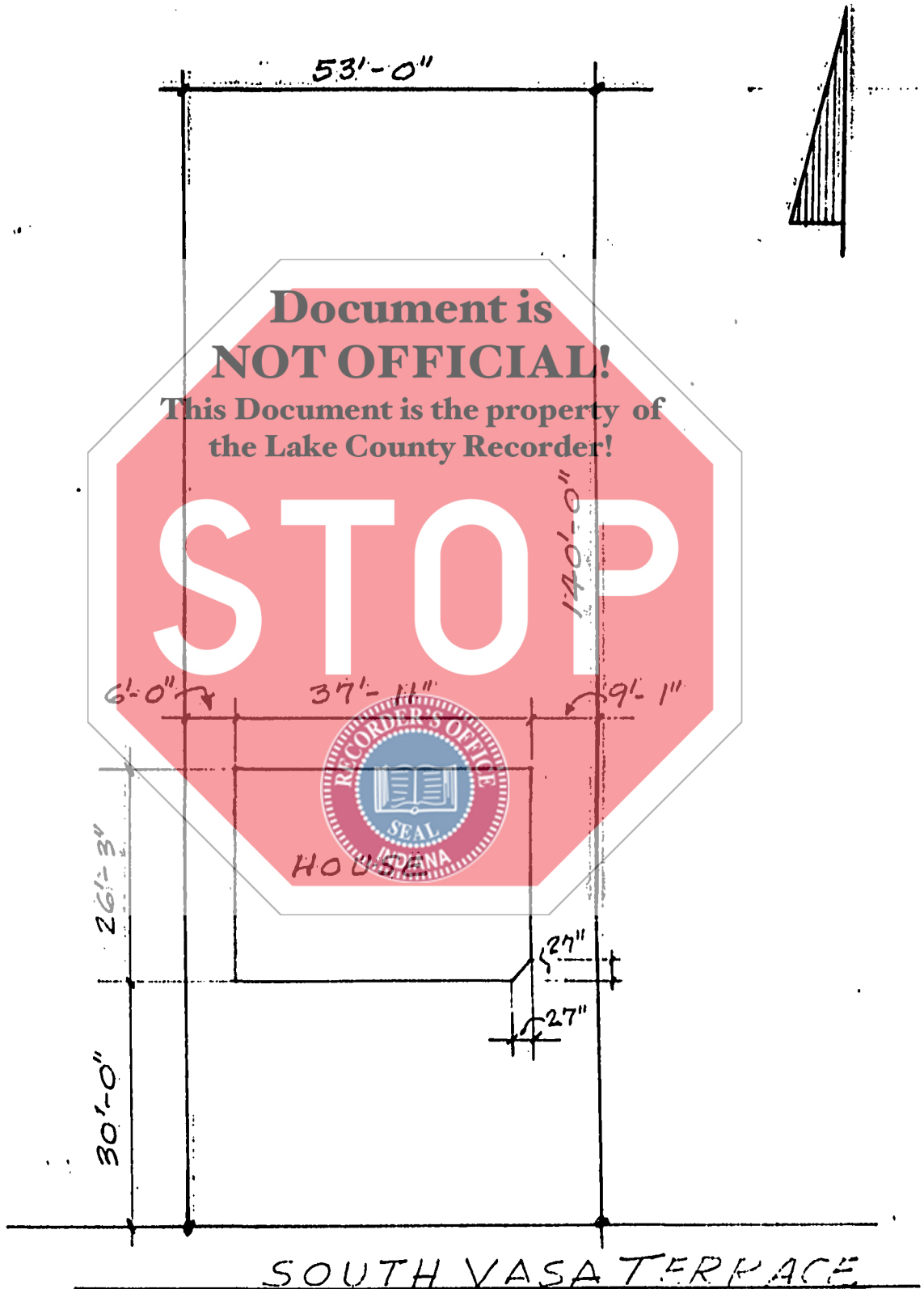
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Betty J. Ross
 NOTARY PUBLIC
 A resident of Lake County

My Commission Expires:
August 7, 1995

LOT 51, BLOCK 39-43

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PLOT PLAN

SCALE 1" = 1'-0"