

FILED

AUG 24 1993

GRANT OF PERPETUAL EASEMENT

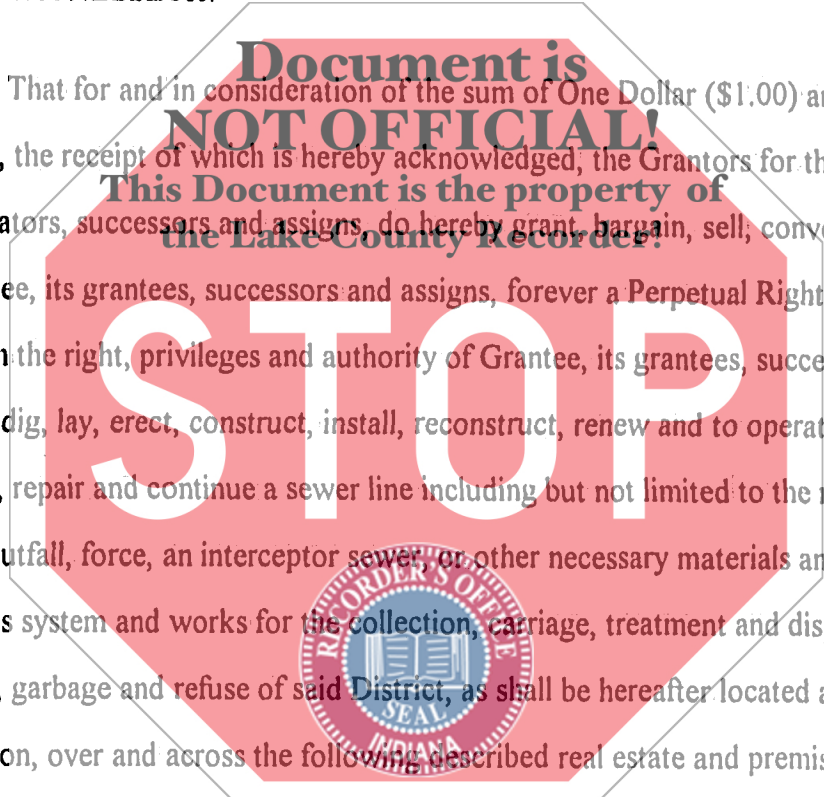
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Anna N. Antos
AUDITOR LAKE COUNTY

THIS INDENTURE, made and entered into this 14th day of May, 1993, by and between HBIN REALTY CORP., an Indiana corporation, Lake County, Indiana, hereinafter called "Grantors", and MERRILLVILLE CONSERVANCY DISTRICT, by its Board of Directors, County of Lake, State of Indiana, hereinafter called "Grantee";

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the Grantors for themselves and their administrators, successors and assigns, do 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 of 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 to the main, sub-main, local, lateral, outfall, force, an interceptor sewer, or other necessary materials and lines, 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 situated in the County of Lake, State of Indiana, to-wit:



STATE OF INDIANA / S.S.H.O.
LAKE COUNTY
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See legal description attached hereto and marked Exhibit "A",

That a diagram showing the approximate route, courses and distances through the above premises and lands and width of the Right-of-Way is attached hereto and made a part of this Indenture by reference as Exhibit "B".

9316202N.OC1/MLM/W8870-133/06-15-93/meg

6250 Broadway Merr. 46410

0157, 1600

That 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 obstructed 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.

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NOT OFFICIAL!**

That 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 works to as near the original condition as is practicable.

The Grantors herein covenant for themselves, their grantees, successors and assigns that they will not erect or maintain any permanent building or other permanent structure or obstruction (provided Grantors, its successors and assigns shall have the right to use the surface of the easement area for landscaping, roadways, parking and all other uses other than erection of permanent buildings or permanent structures) on or over said sewer and appurtenances under said tract of lane 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.

That Grantee shall and will indemnify and save the Grantors, their grantees, successors and assigns, harmless from and against any and all damage, injuries, losses, claims, demands or costs proximately caused by the fault, culpability, or negligence of the Grantee or

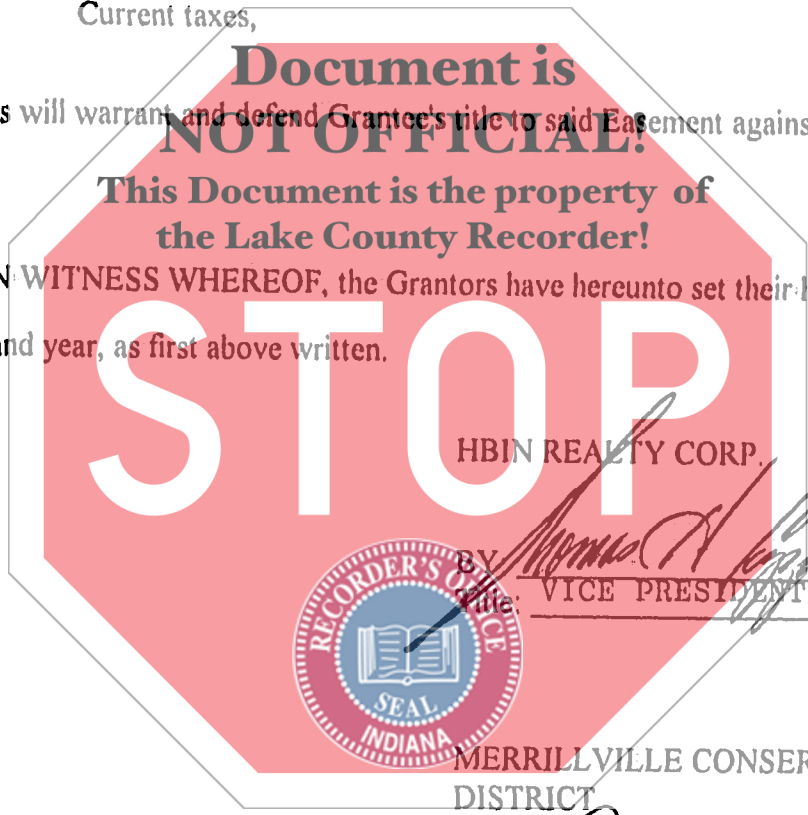
their contractors or agents in the construction, erection, maintenance, operation, repair or renewal of said line or lines and the structures and appurtenances connected therewith.

That 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 Easement 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,

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 hands and seals this day, month and year, as first above written.



HBIN REALTY CORP.

BY: [Signature]
Title: VICE PRESIDENT

MERRILLVILLE CONSERVANCY DISTRICT

BY: [Signature]
Title: MCD - CHAIRMAN

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

On this 19th day of July, 1993, before the undersigned, a Notary Public in and for said County and State, personally appeared the Grantors herein, Merrillville Conservancy District, by Donald M. Mriscin who acknowledged the execution of the above and foregoing conveyance to by his voluntary act and deed.

WITNESS my hand and notarial seal this 19th day of July, 1993.

Nancy Verplank

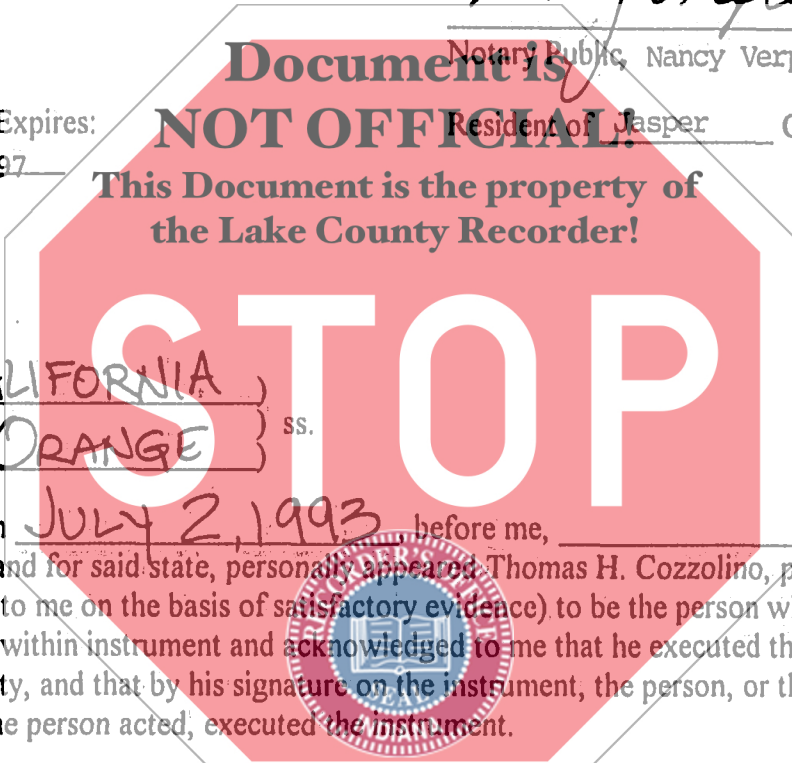
Notary Public, Nancy Verplank

Resident of Jasper County

My Commission Expires:
February 8, 1997

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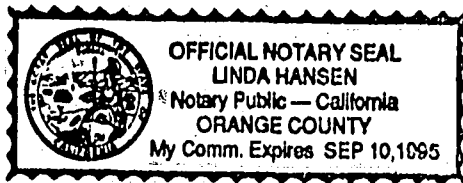
STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On JULY 2, 1993, before me, _____, a Notary Public in and for said state, personally appeared Thomas H. Cozzolino, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Linda Hansen

Notary Public in and for said State



This instrument prepared by George W. Carberry, Attorney at Law, 8585 Broadway, Suite 600, Merrillville, Indiana 46410.

EXHIBIT "A"

LAN DESCRIPTION

SANITARY SEWER EASEMENT

An easement for a sanitary sewer described as follows:

Key # 22-90-10

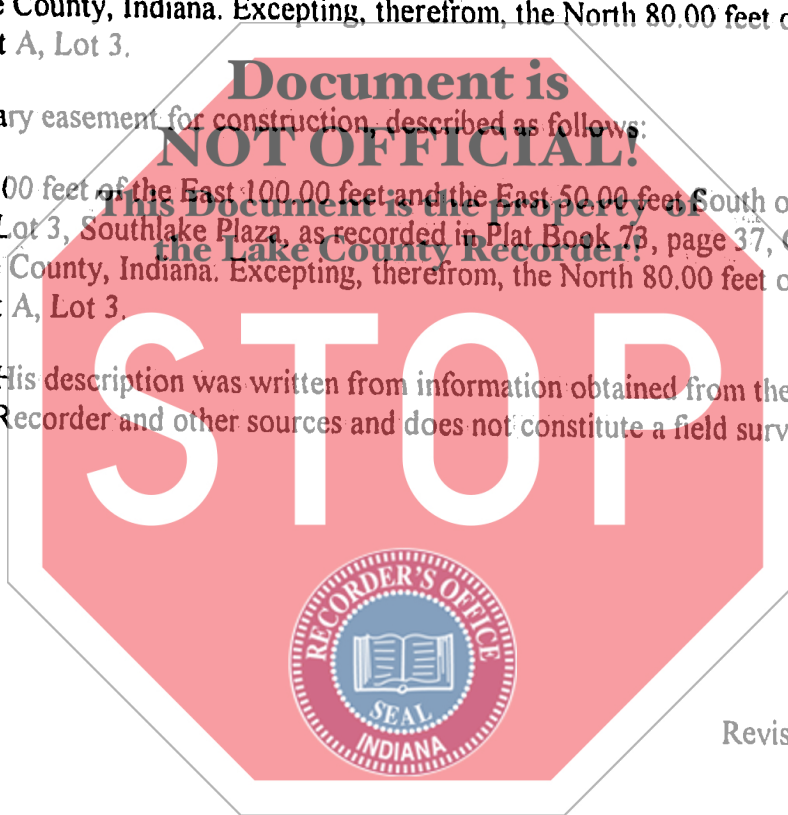
The North 135.00 feet of the East 70.00 feet and the East 20.00 feet South of the North 135.00 feet of Part A, Lot 3, Southlake Plaza, as recorded in Plat Book 73, page 37, Office of the Recorder, Lake County, Indiana. Excepting, therefrom, the North 80.00 feet of the East 40.00 feet of said Part A, Lot 3.

Also, a temporary easement for construction, described as follows:

The North 135.00 feet of the East 100.00 feet and the East 50.00 feet South of the North 135.00 feet of Part A, Lot 3, Southlake Plaza, as recorded in Plat Book 73, page 37, Office of the Recorder, Lake County, Indiana. Excepting, therefrom, the North 80.00 feet of the East 40.00 feet of said Part A, Lot 3.

NOTE:

This description was written from information obtained from the Office of the Recorder and other sources and does not constitute a field survey.



Revised May 6, 1993

EXHIBIT "A"

EXHIBIT B

SKETCH Sanitary Sewer Easement

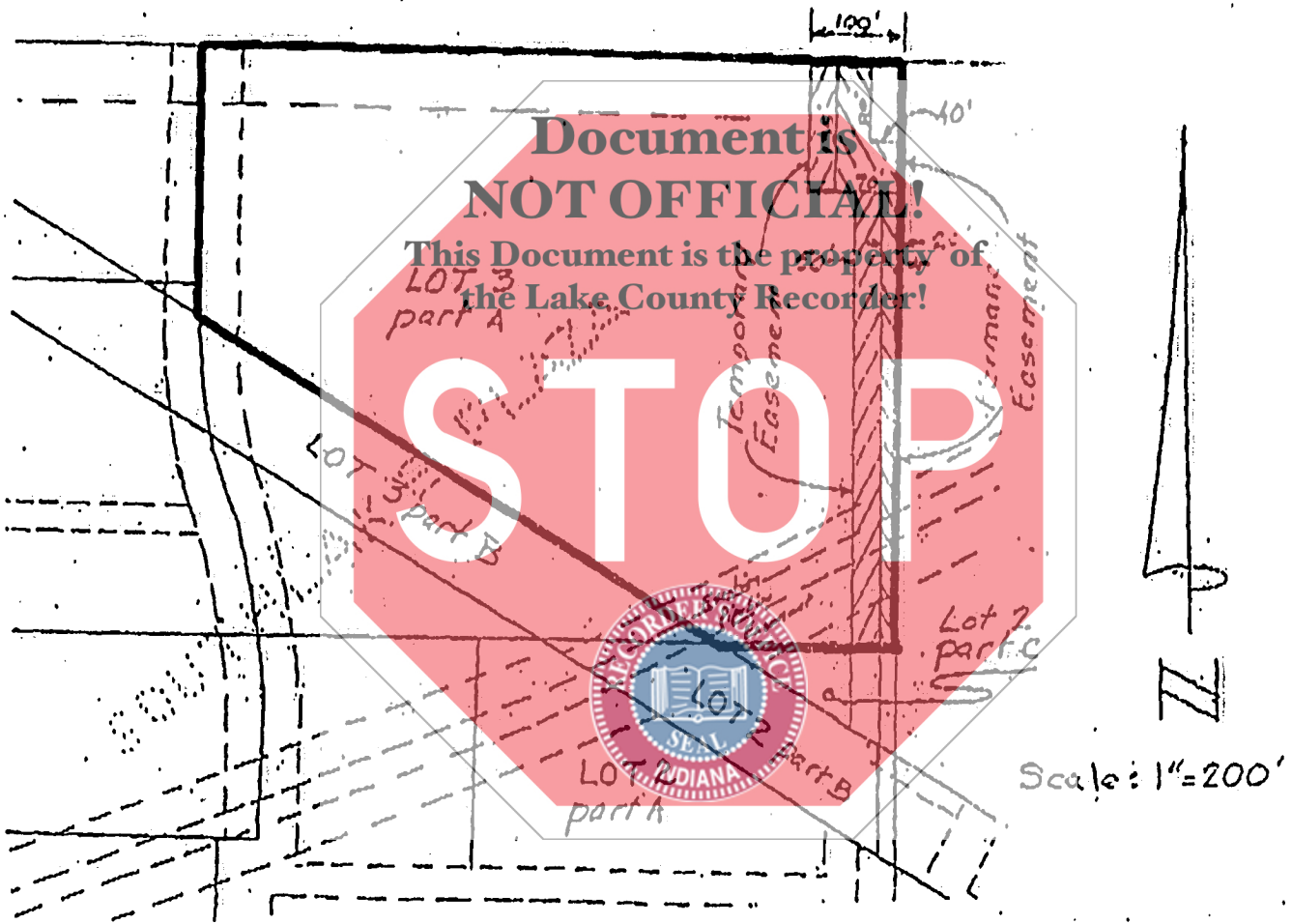


EXHIBIT B

Revised May 6, 1993