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GRANT OF PERPETUAL EASEMENT

*Anna N. Anton*  
AUDITOR LAKE COUNTY

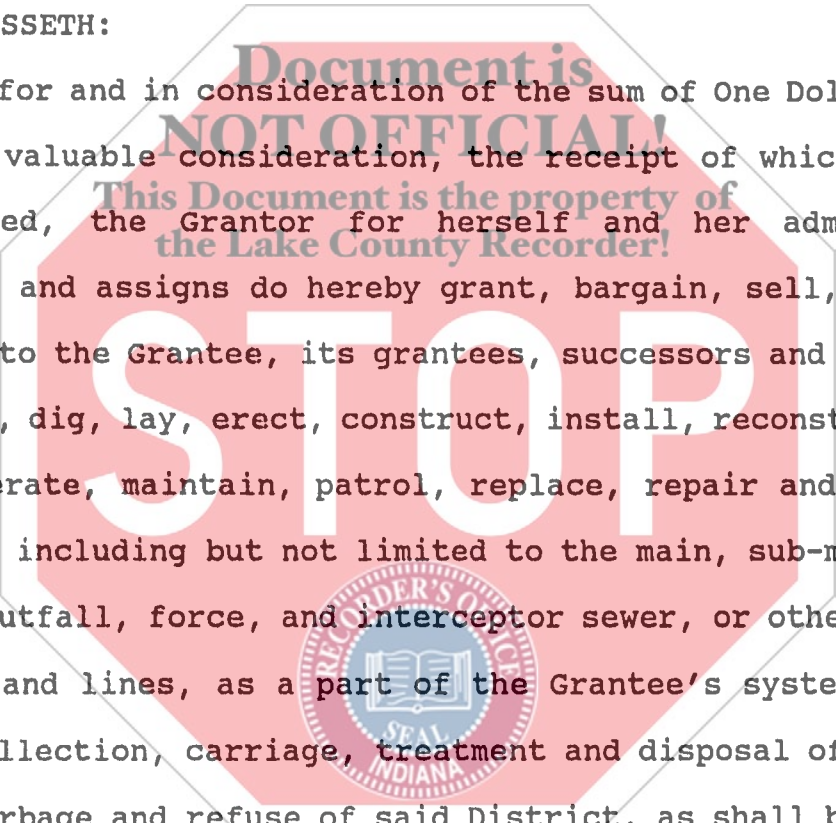
THIS INDENTURE, is made and entered into this 16 day of February, 1994, by and between LEANNE HALFMAN of Lake County, Indiana, hereinafter called "GRANTOR", and the MERRILLVILLE CONSERVANCY DISTRICT by its BOARD OF DIRECTORS, County of Lake, State of Indiana, hereinafter called "GRANTEE";

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor for herself and her administrator, successors and assigns do hereby grant, bargain, sell, convey and warrant unto the 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, and 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 Grantor and situated in the County of Lake, State of Indiana, to wit:

See, legal description attached hereto and marked as Exhibit A.

That a diagram showing the approximate route, courses and



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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.

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 unobstructed use of such Easement, and to build and maintain all necessary intakes, catch basins, and other devices incident 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 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 building or other structure or obstruction on or over said sewer and appurtenances under said tract of land in which Perpetual Right-of-Way is 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.

Grantee shall and will indemnify and hold the Grantor, her grantees, successors and assigns, harmless from and against all damage, injuries, losses, claims, demands or costs proximately caused by the fault, culpability, or negligence of the Grantee in the construction, erection, maintenance, operation, repair or renewal of said line or lines and the structures and appurtenances connected therewith.

Grantor hereby covenants that she is the owner in fee simple of said real estate, is lawfully seized thereof, and has a good right to grant and convey the foregoing Perpetual Easement therein; that Grantor guarantee the quiet possession thereof, that said real estate is free from any and all encumbrances except current taxes; and, that the Grantor will warrant and defend Grantee's title to said Perpetual Easement against all lawful claims.

IN WITNESS WHEREOF, Grantor has hereunto set her hand and seal this 16<sup>th</sup> day of February, 1994.

*Leanne Halfman*

LEANNE HALFMAN, GRANTOR

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County, this 16 day of February, 1994, came LEANNE HALFMAN and acknowledged the execution of the foregoing instrument entitled "GRANT OF PERPETUAL EASEMENT".

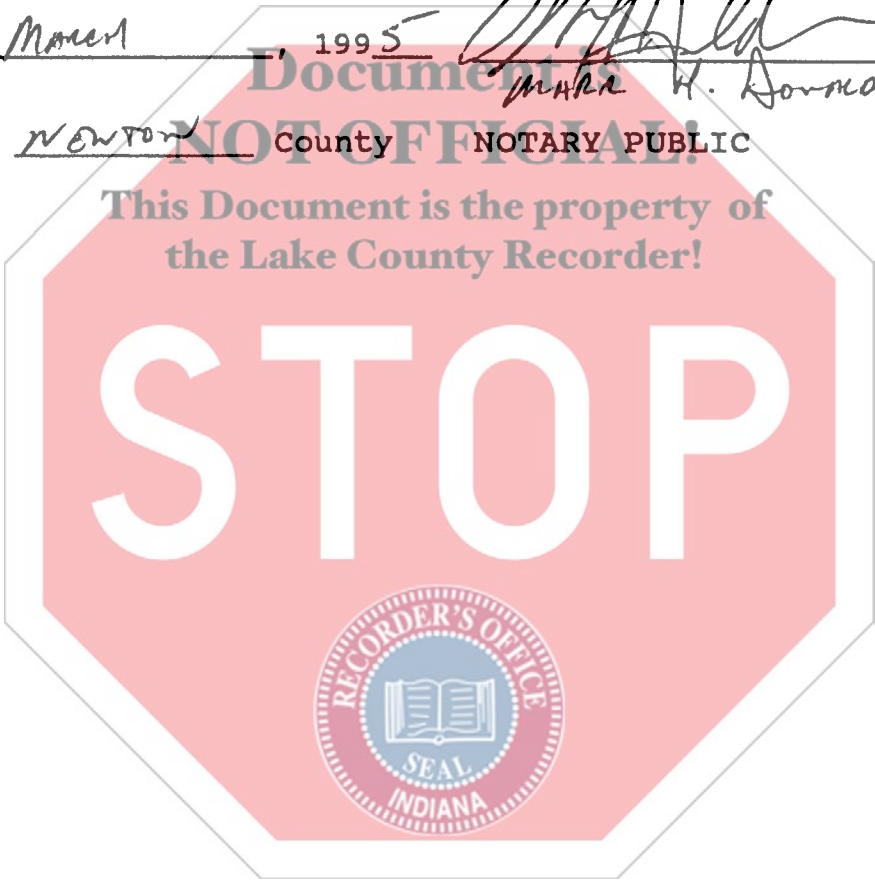
Witness my hand and Notarial Seal this 16 day of February, 1994.

My Commission Expires:

26 Day of March, 1995

*[Signature]*  
MARA H. DOMASOR

Resident of Newport County NOTARY PUBLIC



This instrument prepared by William L. Touchette, Attorney at Law, 1025 E. 61st Avenue, P.O. Box 10038, Merrillville, Indiana 46411; Telephone: (219) 980-1919.

**LAND DESCRIPTION**

All that part of Parcel No. 1 that lies within the proposed easement depicted on the Route Survey Plat of Merrillville Conservancy District System Improvements Project, Phase 1, Sheet No. 1, recorded June 22, 1992, in the office of the Lake County Recorder as Instrument No. 92039872, and containing 0.03 acres permanent easement and 0.04 acres construction easement, together with any adjacent strips thereto that lie within said proposed easement.



**EXHIBIT A**

