

FILED

94030664

APR 22 1994

GRANT OF PERPETUAL EASEMENT

Anna N. Anton
AUDITOR LAKE COUNTY

THIS INDENTURE, made and entered into this 18th day
of February, 1993, by and between

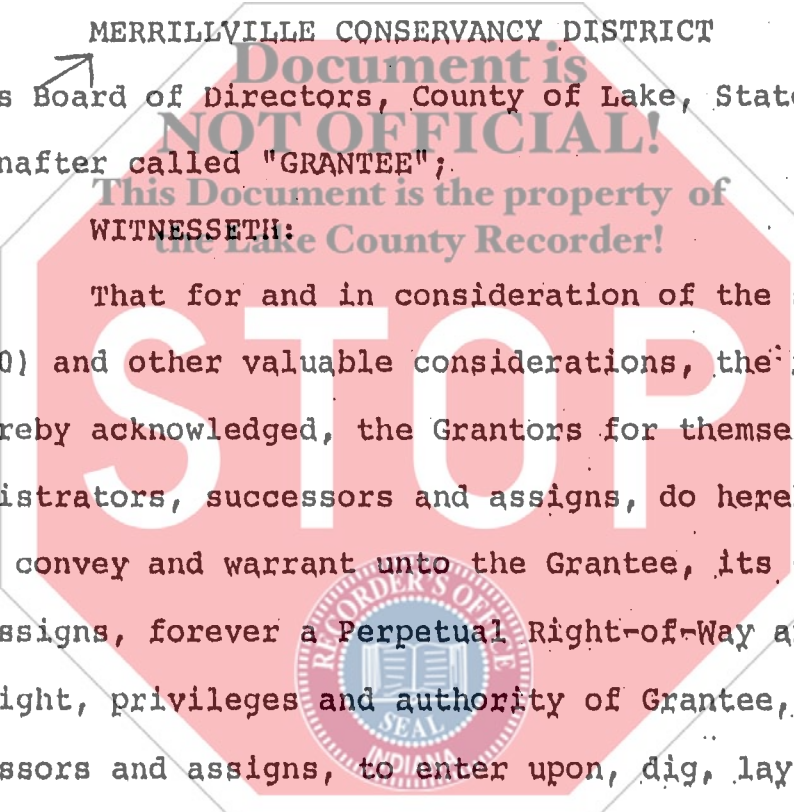
CHESTER L. AND LOTTIE S. KUBIAK
of Merrillville, Lake County, Indiana, herein-
after called "GRANTORS", and

MERRILLVILLE CONSERVANCY DISTRICT
by its Board of Directors, County of Lake, State of Indiana,
hereinafter called "GRANTEE";

This Document is the property of
the Lake County Recorder!
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

STATE OF INDIANA
OFFICE OF THE COUNTY AUDITOR
LAKE COUNTY
APR 22 1994
RECORDED



Common Address:

5690 Delaware Street
Merrillville, IN 46410

01126

Handwritten signature

15-429-10

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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:

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 to 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 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.

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

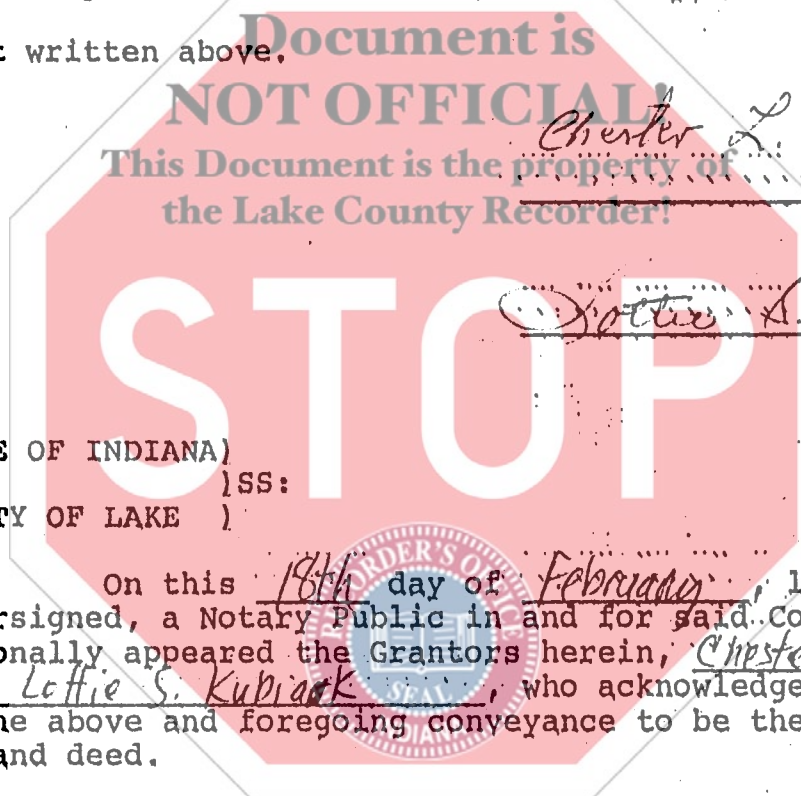
That Grantors hereby covenant that they are the owners in fee simple of said real estate, are lawfully seized thereof and have a good right to grant and convey the foregoing Easement therein; that they guarantee the quiet possession thereof,

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



Chester L. Kubiak

Lottie S. Kubiak

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

On this 18th day of February, 1993, before the undersigned, a Notary Public in and for said County and State, personally appeared the Grantors herein, Chester L. Kubiak and Lottie S. Kubiak, who acknowledged the execution of the above and foregoing conveyance to be their voluntary act and deed.

WITNESS my hand and Notarial Seal this 18th day of February, 1993.

William C. Touchette
Notary Public

My Commission Expires: 5-4-93
Resident of Lake County

This instrument prepared by Martin H. Kinney, Attorney at Law, 500 East 86th Avenue, Merrillville, Indiana, 46410.

LAND DESCRIPTION

All that part of Parcel No. 2 that lies within the proposed easement depicted on the route survey plat of Merrillville Conservancy District System Improvements Project, Phase I, Sheet No. 1, recorded JUNE 22, 1992 in the office of the Lake County Recorder as Instrument No. 92039872, and containing 0.030 acres permanent easement and 0.041 acres construction easement, together with any adjacent strips thereto that lie within said proposed easement.



RECORDED TO CORRECT TYPOGRAPHICAL ERROR
DOCUMENT RECORDED AS INSTRUMENT NO. 92034381
AT LBER 072, PAGE 38.

BOOK 1 PAGE 43

JUN 22 1992
KEY 15-429-9,10,15-17-71,104

Anna N. Anton
AUDITOR LAKE COUNTY

SECTION 3
T 35 N. R 8 W
LAKE COUNTY

STATE OF INDIANA
FILED - 01389
JUN 22 10 40 AM '92
ROBERT L. ...
NO



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SURVEYOR STATEMENT

This survey, to the best of my knowledge and belief, is executed according to the provisions of IBC IAC 1-1-13 regarding route surveys.

Date: 5/21/92

Date filed with counterpart: 5-22-92

Signature: *Hershel W. Manhart*

Name: Hershel W. Manhart

1					
2					
3	6/17/92	PARCEL NUMBERS CORRECTED	6/17/92	T.M.	FILED
4					
ROUTE SURVEY PLAT					
MERRILLVILLE CONSERVANCY DISTRICT					
APP NO 91203-0-01	DATE	T.M.	CHECKED	J.P.	
DATE 5/27/92	ATTORNEY J.P./J.P.	APPROVED			
					SHEET 1 of 2

BOOK 1 PAGE 43

EXHIBIT B