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Merrillville Conservancy
6250 Broadway
Merrillville 46410

DEC 1 1994 **GRANT OF TEMPORARY EASEMENT**

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THIS INDENTURE, made and entered into this 16th day of September, 1994, by and between **NBD GAINER BANK, AS TRUSTEE UNDER TRUST NO. P-5366**, 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 good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor for itself and its administrator, successors and assigns, does hereby grant unto the Grantee, its grantees, successors, agents and assigns, a Temporary Easement to be used as a work area during the construction of the new sanitary sewer the permanent easement located on the property. Said Temporary Easement shall be over the following described real estate owned by the Grantor and shall be void upon the earlier of the completion of the construction work or June 30, 1996. In other words, this Temporary Easement shall terminate and be of no further force and effect upon completion of the construction work or June 30, 1996, whichever event occurs first.

Said Temporary Easement is described as follows:

53-12-64

A temporary easement for construction being a part of the Southwest Quarter of Section 24, Township 35 North, Range 8 West, Lake County, Indiana, described as follows: The North 30 feet of the South 50 feet by parallel lines off the entire south side of land recorded in the name of the Gary National Bank, as Instrument No. 290174, in the Office of the Recorder of Lake County, Indiana.

That a diagram showing the location and width of the Temporary Easement is

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attached hereto and made a part of this Indenture by reference as Exhibit "A".

The Grantee covenants that after the construction period is over, that it will restore any and all damage existing in the Grantor's easement, including but not limited to the planting of new shrubbery, if damaged or destroyed, where it now exists, seeding or resodding any damaged areas, and replacing any blacktop parking lots or fences if damaged or destroyed where either or both now exists. Said work area shall be in as near the original condition as possible, including grading.

The Grantee shall and will indemnify and save the Grantor, 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 or erection of said line and the structures and appurtenances connected therewith.

The Grantor hereby covenants that it 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 Temporary Easement therein; that it guarantees the quiet possession thereof, that said real estate is free from any and all encumbrances except the following:

- (a) Current taxes,

and that the Grantor will warrant and defend Grantee's title to said Temporary Easement against all lawful claims.

Anything contained herein to the contrary notwithstanding, it is hereby expressly understood and agreed by and between the parties hereto that each and all of the representations, covenants, undertakings and agreements herein made on the part of

the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose of with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein; and this instrument is executed and delivered by said Trustee not in its own right but solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against NBD Bank, formerly known as Gainer Bank, because of the instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day, month and year first above written.

**NBD GAINER BANK, AS TRUSTEE UNDER
TRUST NO. P-5366**

By: 

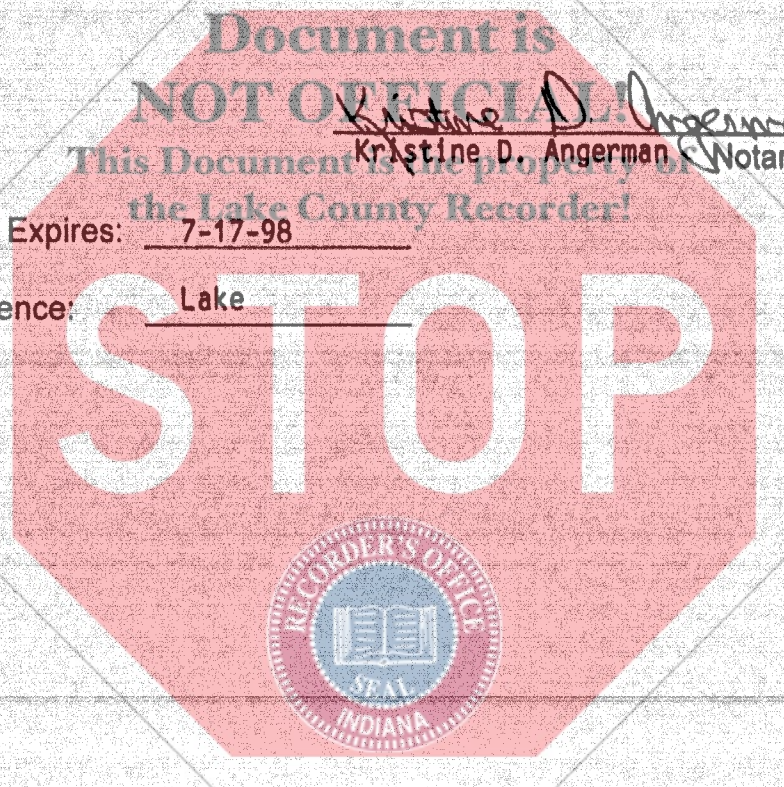
B. J. Rakos

Vice President & Trust Officer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

On this 16th day of September, 1994, before the undersigned, a Notary Public in and for said County and State, personally appeared NBD GAINER BANK, AS TRUSTEE UNDER TRUST NO. P-5366, by B. J. Rakos, its Vice President & Trust Officer, who acknowledged the execution of the above and foregoing conveyance to be the voluntary act and deed of said person.

WITNESS my hand and Notarial Seal this 16th day of September, 1994.



Kristine D. Angerman
Kristine D. Angerman Notary Public

My Commission Expires: 7-17-98

County of Residence: Lake

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

