

MCO  
Martin H. Kenney

**GRANT OF TEMPORARY EASEMENT**

b

THIS INDENTURE, made and entered into this 14th day of May, 1993, by and between FOCUS PARTNERSHIP I, an Indiana general partnership, of Lake County, Indiana, hereinafter called "Grantors", and MERRILLVILLE CONSERVANCY DISTRICT, by its Board of Directors, County of Lake, State of Indiana, hereinafter called "Grantee";

94087434

**WITNESSETH:**

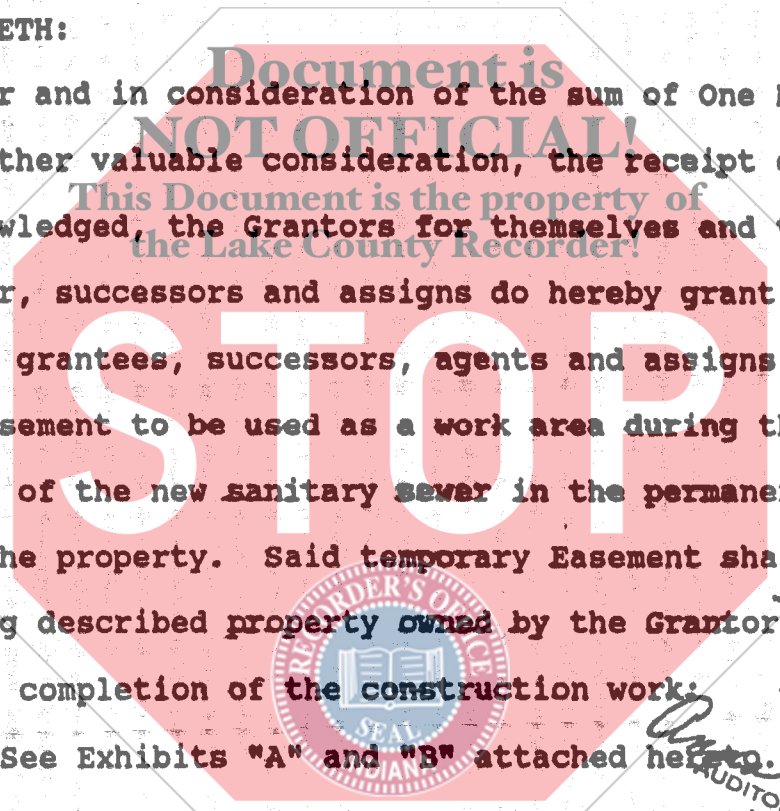
That for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which hereby acknowledged, the Grantors for themselves and their administrator, successors and assigns do hereby grant unto the Grantee, its grantees, successors, agents and assigns, a Temporary Easement to be used as a work area during the construction of the new sanitary sewer in the permanent easement located on the property. Said temporary Easement shall be over the following described property owned by the Grantors and shall be void upon completion of the construction work:

See Exhibits "A" and "B" attached hereto.

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

The Grantee shall and will indemnify and save the Grantors, their grantees, successors and assigns, harmless from and against

Merrillville Conservancy  
6250 ... way  
Merrillville, IN 46410  
(219) 690-5220



SAMUEL ORLICH  
RECORDER

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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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Auditor  
LAKE COUNTY

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1994

any and all damage, injuries, losses, claims, demands or costs proximately caused by the fault, culpability or negligence of the Grantee or contractors or agents in the construction or erection of said line and the structures and appurtenances connected therewith.

The 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 Temporary Easement therein; that they guarantee the quiet possession thereof, that said real estate is free from any and all encumbrances except the following:

a) Current taxes;

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

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the day, month and year first above written.

FOCUS PARTNERSHIP I

BY:

  
JERALD J. GOOD, General Partner







# EXHIBIT A

## LAND DESCRIPTION

### SANITARY SEWER EASEMENT

An easement for a sanitary sewer described as follows:

The East 20.00 feet of Part C, Lot 2, Southlake Plaza, as recorded in Plat Book 73, page 37, Office of the Recorder, Lake County, Indiana.

ALSO, a temporary easement for construction described as follows:

The East 50.00 feet of Part C, Lot 2, Southlake Plaza, as recorded in Plat Book 73, page 37, Office of the Recorder, Lake County, Indiana.

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

the Lake County Recorder!

**STOP**



Revised May 6, 1993

EXHIBIT A

# SKETCH

## Sanitary Sewer Easement

