GRANT OF TEMPORARY EASEMENT

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";

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 Grantors for themselves and their of 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 works.

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.

See Exhibits "A" and "B" attached held

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

6250 Soul way Memoville, 11x 45410 (219) \$90-5220

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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:

This Document is the property of

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

JERAZD J. GOOD,

ral Partner

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

FOCUS PARTNERSHIP I

RV:

ERALD J. GOOD Gehera

Partner

STATE OF INDIANA))SS:

COUNTY OF LAKE

On this 14th day of May, 1993, before the undersigned, a Notary Public in and for said County and State, personally appeared the Grantors herein, Focus Partnership I, by Jerald J. Good, General Partner, who acknowledged the execution of the above and foregoing conveyance to by his voluntary act and deed.

WITNESS my hand and notarial seal this 14th day of May,

1993.

GEORGE W. CARBERRY, Notary Public

My Commission Expires:

Resident of Porter County

4/9/95

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

EXHIBIT A

LAND DESCRIPTION

SANITARY SEWER EASEMENT

An easement for a sanitary sewer described as follows:

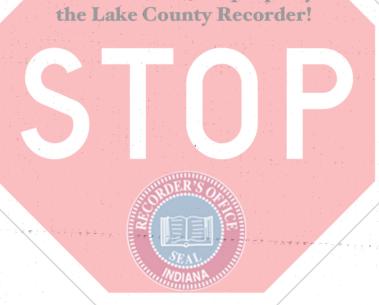
The East 20.00 feet of Part C, Lot 2, Southlake Plaza, as recorded in Plat Book 73, page 37, Office of the Recorder, Lake County, Indiana.

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:

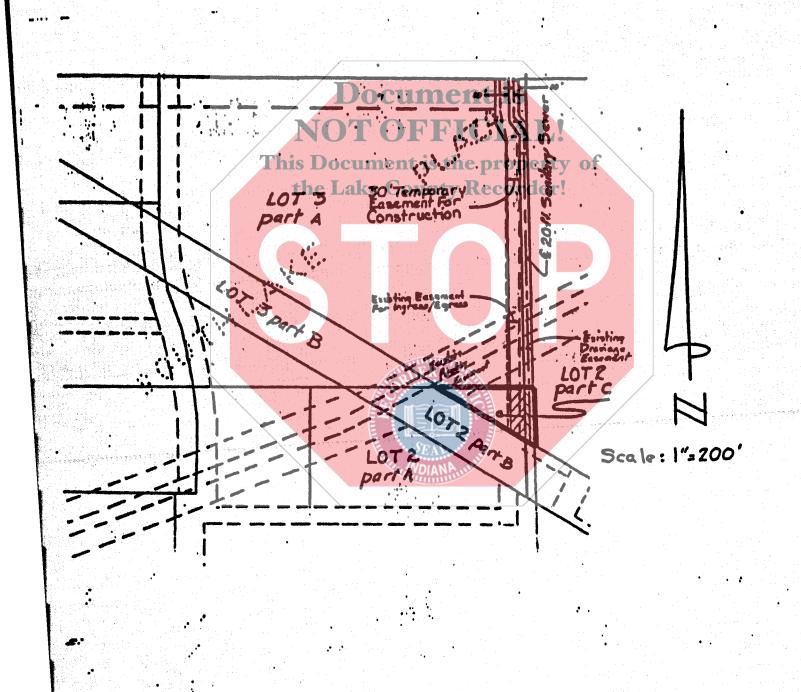
This description was written from information obtained from the Office of the Recorder and other sources and does not constitute a field survey.



Revised May 6, 1993

EXHIDIT

SKETCH Sanitary Sewer Easement



CERTIFICATION

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

MARTIN H. KINNEY, being first duly sworn upon his oath, deposes and says:

1. That I am the attorney for the Merrillville
Conservancy District located at 6250 Broadway, Merrillville,
Indiana.

2 That I hereby certify that the above and foregoing Grant of Temporary Easement between FOCUS PARTNERSHIP I, an Indiana general partnership, as Grantor, to the MERRILLVILLE CONSERVANCY DISTRICT, as Grantee, is a true and correct copy of the original Grant of Temporary Easement given on the 14th day of May, 1993.

3. I further certify that the original of this document is lost and cannot be located.

HIAM WY

SUBSCRIBED AND SWORN to before me this 28th day of

December, 1994.

Nancy Verplank, Notary Public A Jasper Jounty Resident

My Commission Expires: Telpristy 8, 1997.

Prepared by:

MARTIN H. KINNEY, ATTORNEY 500 East 86th Avenue Merrillville, Indiana, 46410