

Mark H. Kinney

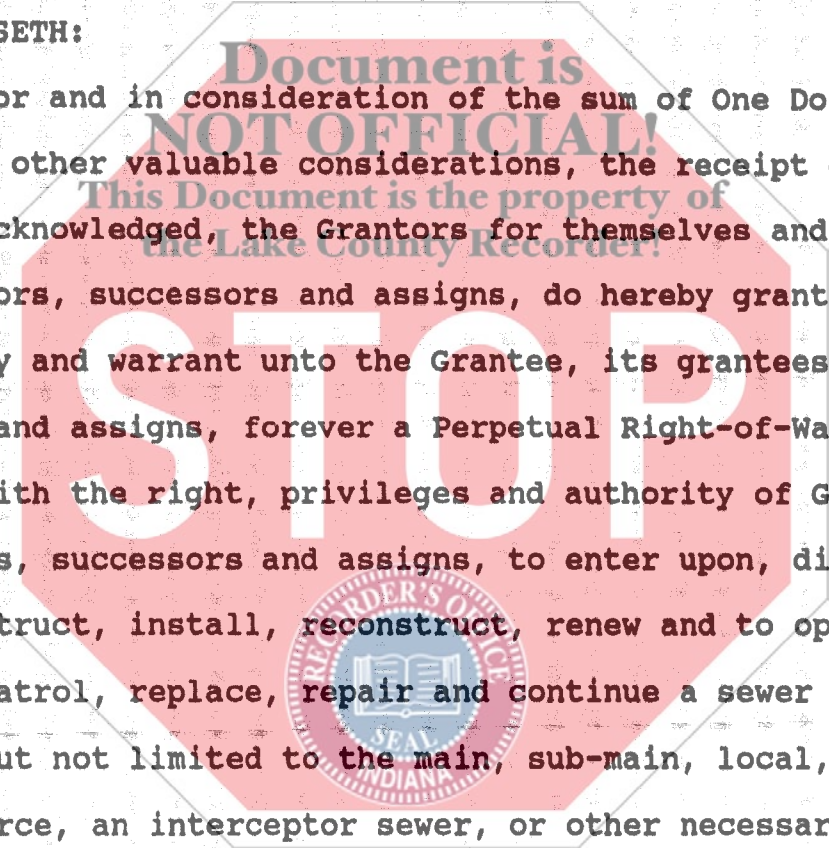
GRANT OF PERPETUAL EASEMENT

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

94087435

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 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



SAMUEL CRUICK
RECORDER

94 DEC 29 PM 1:20

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

FILED

DEC 19 1994

Merrillville Conservancy

Anna N. Antons
AUDITOR LAKE COUNTY

6250 ... way
Merrillville, IN 46410
(219) 830-5220

000508

21.00

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 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 obstructed 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 or their contractors or agents 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 hands and seals this day, month and year, as first above written.

FOCUS PARTNERSHIP I

BY: Jerald J. Good
JERALD J. GOOD, General Partner

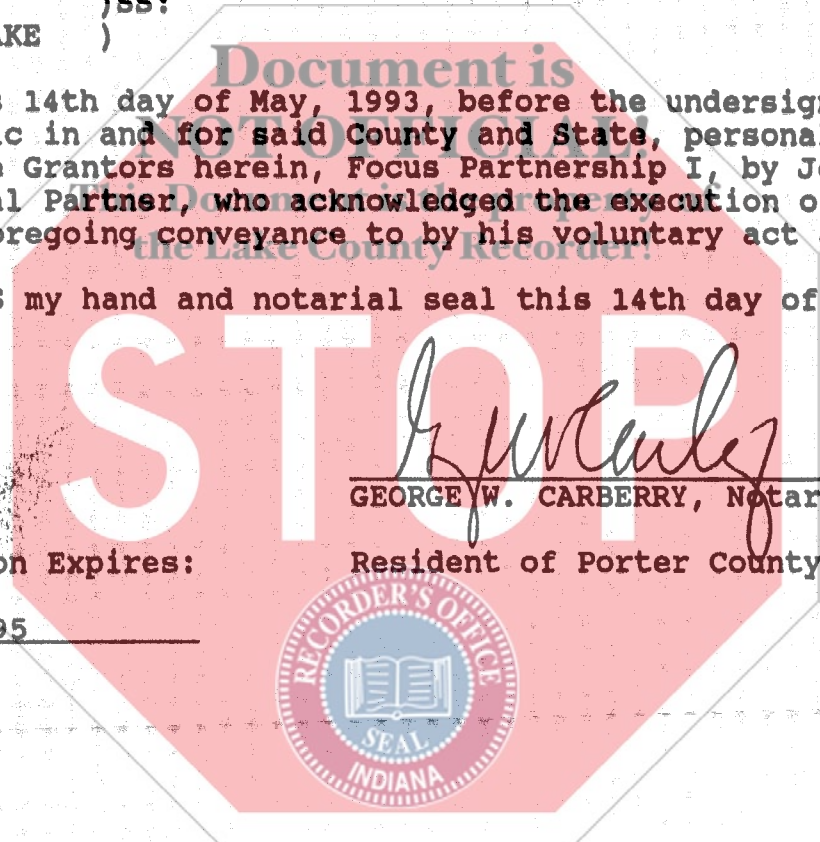
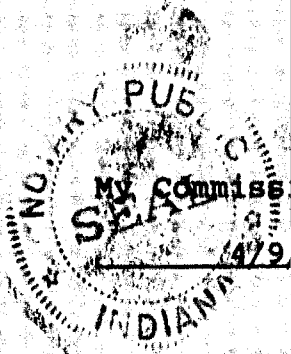
STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

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
GEORGE W. CARBERRY, Notary Public
Resident of Porter County

My Commission Expires:
4/9/95



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

Perpetual.foc

EXHIBIT A

LAND DESCRIPTION

SANITARY SEWER EASEMENT

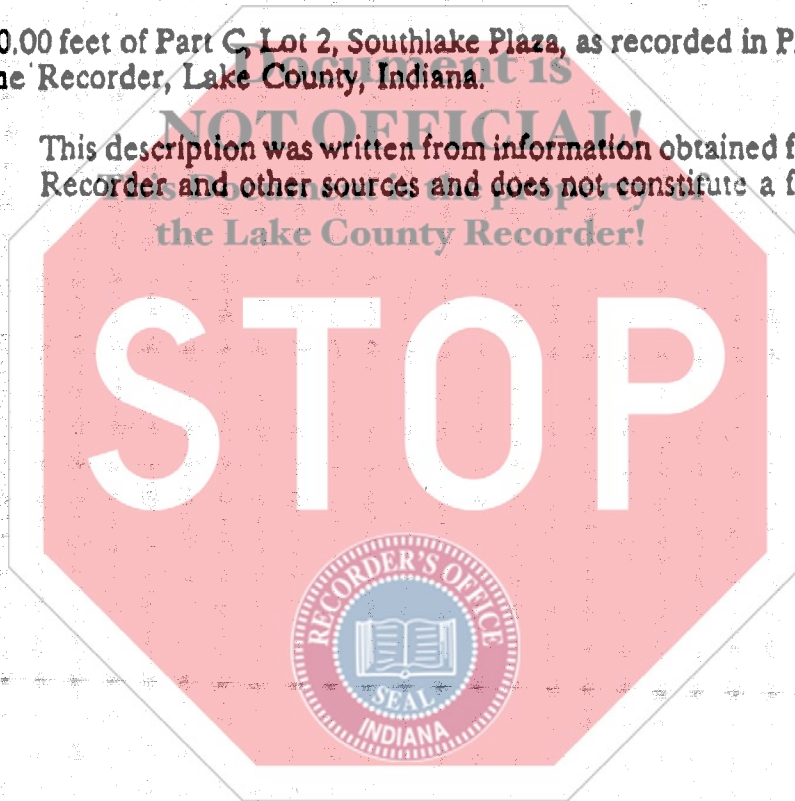
An easement for a sanitary sewer described as follows:

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.

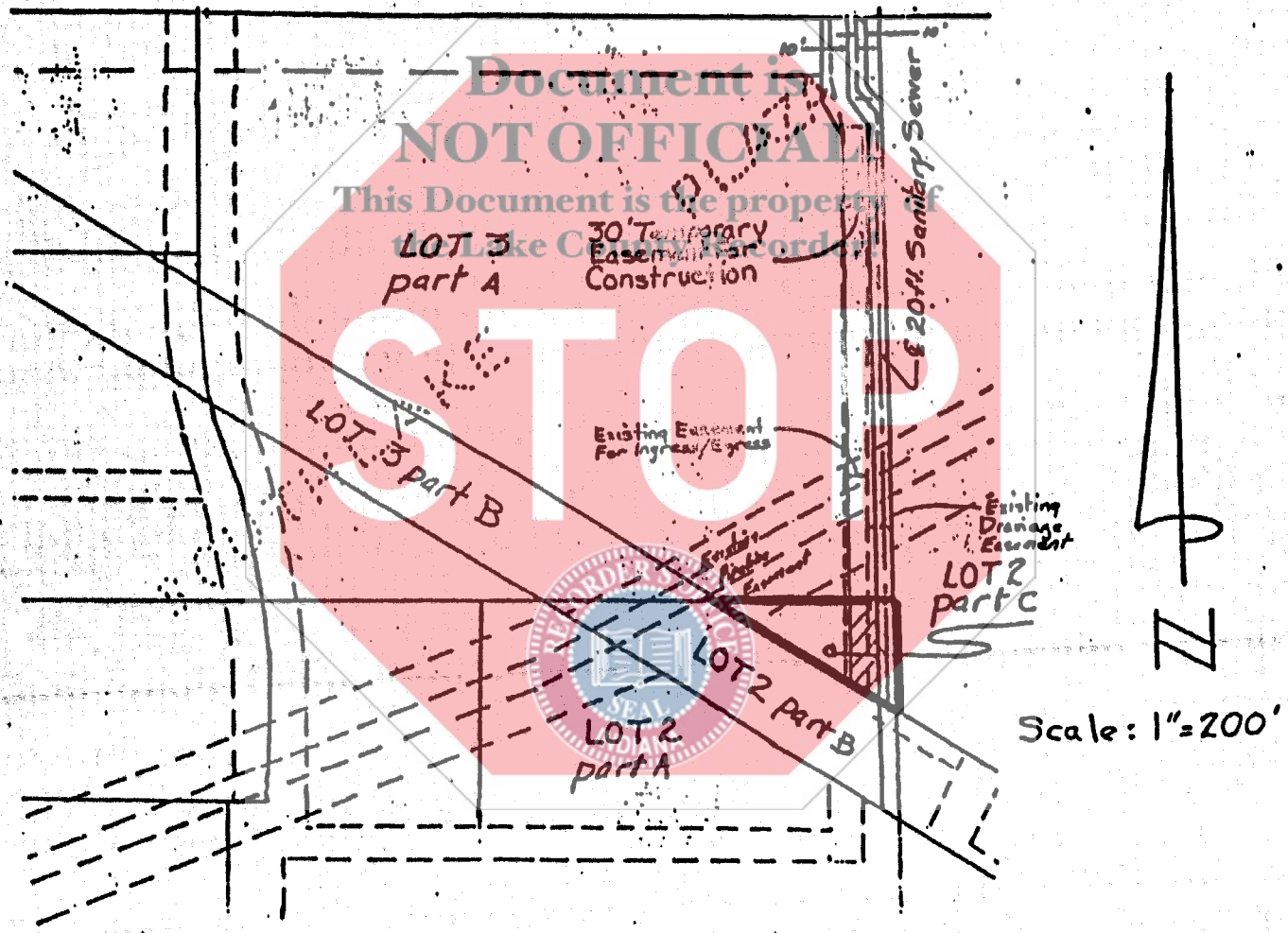
NOTE: This description was written from information obtained from the Office of the Recorder and other sources and does not constitute a field survey.



Revised May 6, 1993

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.

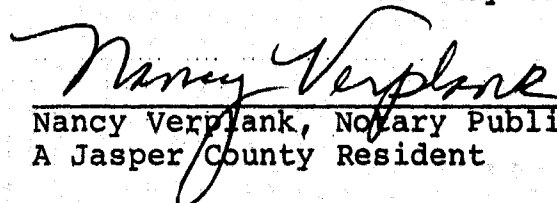
2. That I hereby certify that the above and foregoing
Grant of Perpetual Easement between FOCUS PARTNERSHIP I, an
Indiana general partnership, as Grantor, to the MERRILLVILLE
CONSERVANCY DISTRICT, as Grantee, is a true and correct copy
of the original Grant of Perpetual Easement given on the 14th
day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

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

SUBSCRIBED AND SWORN to before me this 28th day of
December, 1994.



MARTIN H. KINNEY



Nancy Verplank, Notary Public
A Jasper County Resident

My Commission Expires:
February 8, 1997.

Prepared by:

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

