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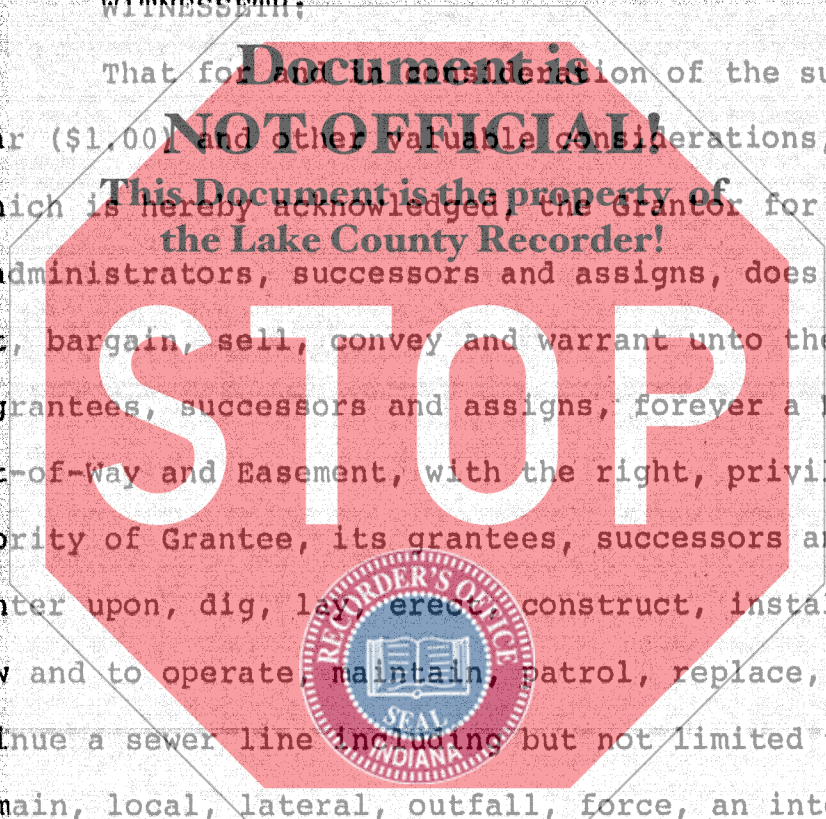
GRANT OF PERPETUAL EASEMENT

AMASA G. COLBY
CHIEF DEP. REC'D IDEF

THIS INDENTURE, made and entered into this 3rd
day of October, 1994, by and between FOCUS PARTNERSHIP I,
hereinafter called "GRANTOR", and the MERRILLVILLE CONSER-
VANCY 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 considerations, the receipt
of which is hereby acknowledged, the Grantor for itself and
its administrators, successors and assigns, does 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



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SAM ORLICH
AUDITOR LAKE COUNTY

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described real estate and premises owned by the Grantor and situated in the County of Lake, State of Indiana, to-wit:

An easement for a sanitary sewer, being a part of Lot Number 2, Part A, Southlake Plaza, as recorded in Plat Book 73, page 37, Office of Recorder, Lake County, Indiana, described as follows:

Beginning at the southeast corner of said Lot Number 2, Part A, Southlake Plaza; thence North 90 degrees 00 minutes 00 seconds West, along the south line of said Part A, 45.45 feet; thence North 38 degrees 30 minutes 57 seconds East 71.85 feet to the east line of said Part A; thence South 00 degrees 43 minutes 20 seconds East, along said east line 56.22 feet to the Point of Beginning, containing in said easement, 1278 square feet, more or less.

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the Lake County Recorder!**

Key 66A-67-2

That a diagram showing the approximate route, courses and distances through the above premises and lands and width of right-of-way is attached hereto and made a part of this indenture by reference as Exhibit A.

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 Grantor herein covenants for itself, its grantees, successors and assigns that it 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 Grantor, its 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 Grantor hereby covenants that it is the owner in fee simple of said real estate, is lawfully seized thereof and have a good right to grant and convey the foregoing Easement.

ment therein; that it guarantees the quiet possession thereof, that said real estate is free from any and all encumbrances except the following:

- 1. Current taxes, and that Grantor will warrant and defend Grantee's title to said Easement against all lawful claims.

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

Document is NOT OFFICIAL! This Document is the property of the Lake County Recorder. BY [Signature]

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

On this 3rd day of October, 1994, before the undersigned, a Notary Public in and for said County and State, personally appeared FOCUS PARTNERSHIP I, by Serald J. Good, its General Partner, 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 3rd day of October, 1994.

[Signature]
Notary Public
County of Residence: Lake

My Commission Expires:
September 23, 1996

Prepared by:

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

SKETCH

Sanitary Sewer Easement LOT 2 PART A SOUTHLAKE PLAZA

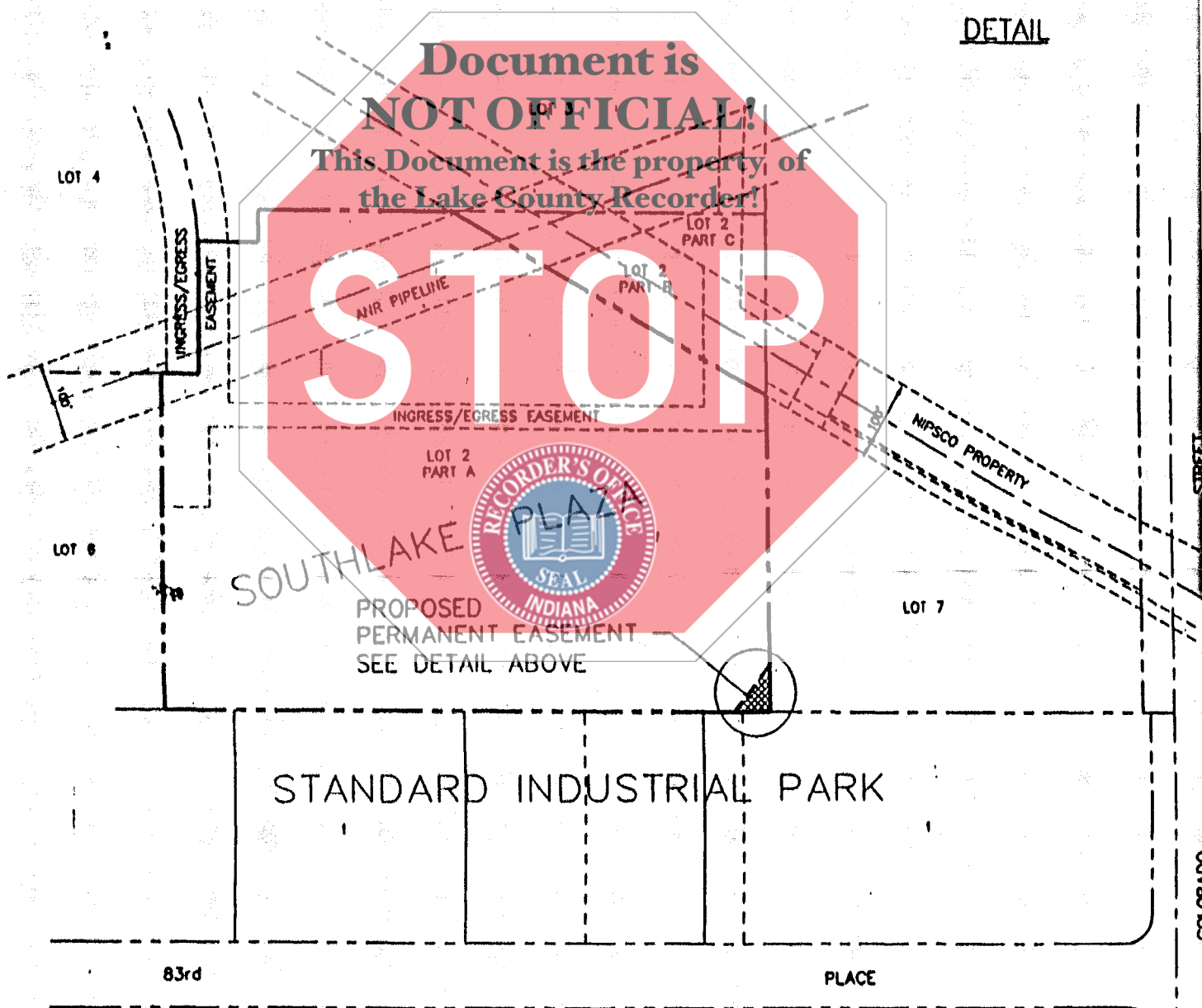


= PERMANENT EASEMENT

SCALE: 1" = 200'



DETAIL



NOTE: THIS SKETCH WAS PREPARED FROM DOCUMENTS OBTAINED FROM THE OFFICE OF THE LAKE COUNTY RECORDER AND OTHER SOURCES AND DOES NOT CONSTITUTE A FIELD SURVEY.

EXHIBIT A