

MARGARETTE N. CLEVELAND
LAKE COUNTY RECORDER
95004682

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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GRANT OF PERPETUAL EASEMENT

THIS INDENTURE, made and entered into this 19th
day of January, 1995, by and between NBD GAINER BANK, as
Trustee, under Trust No. P-6146, hereinafter called
"GRANTOR" and the MERRILLVILLE CONSERVANCY DISTRICT, by its
Board of Directors, County of Lake, State of Indiana, herein-
after 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

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SAM ORLICH
AUDITOR LAKE COUNTY

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constructed into, under, upon, over and across the following 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 #5, Eastlake Industrial Park, the plat of which is recorded in Book 53, page 47, in the Office of the Recorder of Lake County, Indiana, described as follows: Beginning at the Southwest Corner of said Lot #5; thence North, along the west line of said lot, a distance of 23.12 feet to a point 20.00 feet, perpendicular distance, from the southwesterly line of said lot; thence South 59 degrees 53 minutes 53 seconds East, parallel with said southwesterly line, 11.56 feet to a point 10.00 feet, perpendicular distance, from the aforesaid west line; thence South, parallel with said west line, 23.12 feet to the southwesterly line; thence North 59 degrees 53 minutes 53 seconds West, along said southwesterly line, 11.56 feet to the point of beginning, containing in said easement, 231 square feet, more or less. part of Key #53-60-5

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

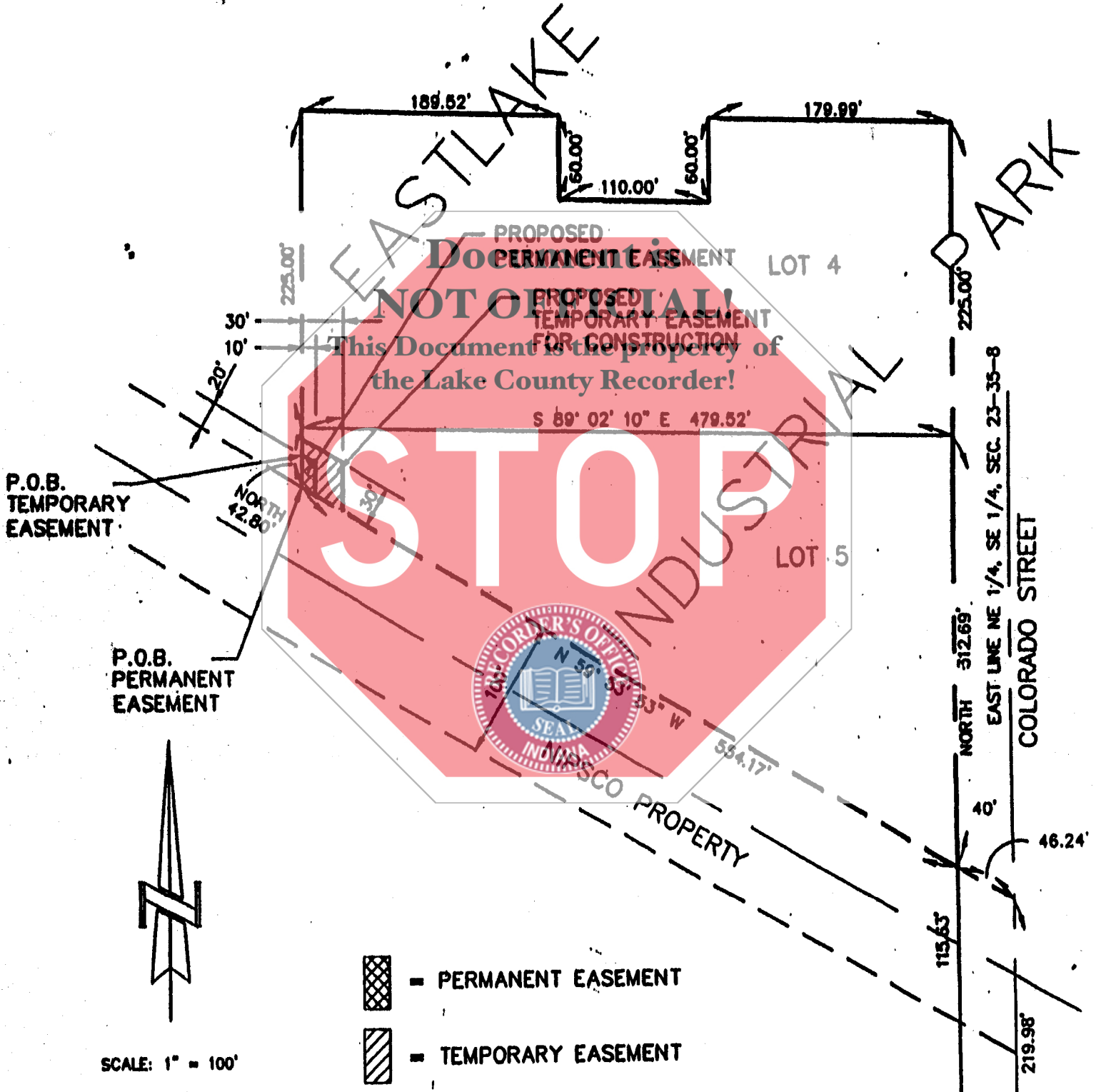
shall have the right of ingress and egress only over adjoining premises and lands when necessary and without doing damage to such adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said Easement.

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.

SKETCH

Sanitary Sewer Easement LOT 5 EASTLAKE INDUSTRIAL PARK



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