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GRANT OF EASEMENT

RECORDER

For good and sufficient consideration, the receipt of which is hereby acknowledged, Emil Arseneault and Kazuko Arseneault, husband and wife, ("Grantors") of 7512 Hendricks Street, Merrillville, Indiana, hereby grant and quit claim unto the Independence Hill Conservancy District, ("Grantee") a special taxing district of the State of Indiana, whose principle office is located at 2193 West 84th Place, Suites C & D, Merrillville, Indiana, 46410-6136 an easement in, to, upon, and over the parcel of real estate commonly known as 7512 Hendricks Street, Merrillville, Indiana; more completely described below, for the purpose of constructing, installing, operating, maintaining, inspecting, repairing, reconstructing, replacing, relocating and improving sanitary sewers, manholes, and appurtenant structures and devices that are, or will be part of, or are used in connection with the Grantee's public system for the collection, transportation, treatment and disposal of wastewater.

The Grantors expressly reserve the right for themselves, their successors and assigns, to pass over, cultivate, and use the real estate that is the subject of this easement. Any construction or improvements by the Grantee, made in accordance with these easements, shall be at the Grantee's sole cost and expense and shall comply with all the requirements of county, municipal, state, federal, and other applicable governmental authorities now in force, or which may hereinafter be in force, which pertain to the real estate that is the subject of this easement, and Grantee's use thereof. The Grantee shall faithfully observe, in its use thereof, all municipal and county ordinances, state and federal statutes now in force, or which may thereafter be in force.

By its acceptance of the easement herein granted, the Grantee agrees to fully indemnify and save the Grantors harmless from any liability, claims, suits and actions of any kind arising out of, or in connection with injuries, including death, or damages to any and all persons, employees and/or property in any way sustained, or alleged to have been sustained, by reason of acts, or omissions of the Grantee, its employees, agents, or contractors, in the exercise of its rights hereunder. The Grantee shall, at its own cost, defend any and all suits or actions that may be brought against Grantors, by reason of such acts or omissions of the Grantee, in the exercise of its rights hereunder.

By acceptance of the easements herein granted, the Grantee agrees to fully restore the yard and property of the Grantors to its original condition, upon the completion of any work performed by the Grantee.

All of the covenants, agreements, and other provisions herein, shall be binding upon, and shall inure to the benefit of the Grantor and the Grantee respectively, and their respective heirs, executors, administrators, successors in interest and assigns.

TEMPORARY EASEMENT

Grantors hereby grant to the Grantee the following temporary easement to exercise the

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SAM ORLICH
AUDITOR LAKE COUNTY

December 31, 1997. Beginning 86 feet west of the north east corner of the property line, thence running 34 feet west to the northwest boundary of the property line, thence 62 feet south, thence 34 feet east, thence 62 feet north, to the point of origin in Lot number 184, in the Southbrook Unit No. 2 addition to the Town of Merrillville, Indiana, commonly known as 7512 Hendricks Street, Merrillville, Indiana, Key No. 15-0464-0092.

PERMANENT EASEMENT

The Grantors hereby grant to the Grantee a permanent easement, beginning at the south east corner of the property line, running 120 feet west, thence 8 feet north and 120 feet east, thence 8 feet south to the point of origin, in Lot No. 184, in Southbrook Unit No. 2 addition to the Town of Merrillville, Indiana, commonly known as 7512 Hendricks Street, Merrillville, Indiana, Key No. 15-0464-0092.

IN WITNESS WHEREFORE, the Grantors and Grantee have executed this Grant of Easement, consisting of three (3) pages, as of the date set forth opposite their names.

Dated this 2nd day of April, 1997.

GRANTORS

Emil Arseneault
EMIL ARSENEAULT

Kazuko Arseneault
KAZUKO ARSENEAULT

STATE OF INDIANA)
)
COUNTY OF LAKE)



Before me, the undersigned, a Notary Public, in and for said County and State, this ___ day of April, 1997, personally appeared **Emil Arseneault and Kazuko Arseneault**, and acknowledged the execution of the foregoing document. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

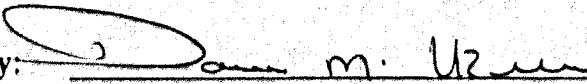
Lynn E. Sattler
Signature of Notary Public

LYNN E. SATTLER
Printed Name of Notary Public

My Commission Expires: 3/9/99
My County of Residence: LAKE

GRANTEE


INDEPENDENCE HILL CONSERVANCY DISTRICT

By: 
**DAVID UZELAC, Chairman of the Board of Directors
Of the Independence Hill Conservancy District**

STATE OF INDIANA)
)
COUNTY OF LAKE)



Before me, the undersigned, a Notary Public, in and for said County and State, this ___ day of April, 1997, personally appeared David Uzelac, and acknowledged the execution of the foregoing document. In witness whereof, I have hereunto subscribed my name and affixed my official seal.


Signature of Notary Public

LYNN E. SATTLER
Printed Name of Notary Public

My Commission Expires: 3/9/99
My County of Residence: LAKE

This instrument prepared by Peter L. Benjamin, Attorney at Law, 1000 East 80th Place, Suite 514 South, Merrillville, Indiana, 46410.