

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

99068805

99 AUG 17 PM 1:19
GRANT OF PERPETUAL EASEMENT

MOHAMMED W. CARTER
RECORDER

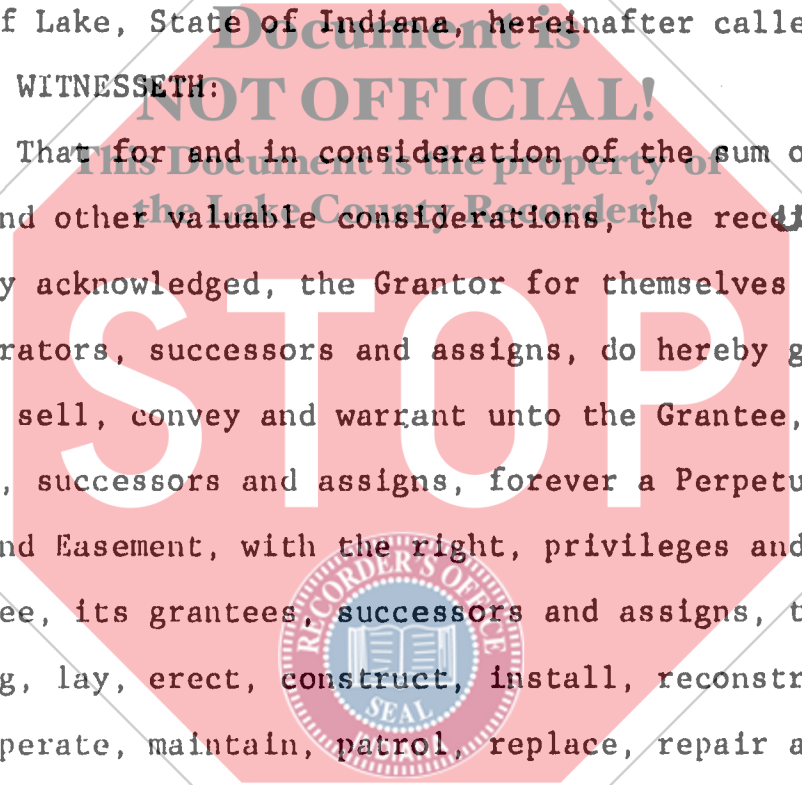
THIS INDENTURE, made and entered into this 27th day
of July, 1999, by and between MOHAMMED KRAD

_____, hereinafter called "GRANTOR",
and MERRILLVILLE CONSERVANCY DISTRICT, by its Board of Directors,
County of Lake, State of Indiana, hereinafter called "GRANTEE";

WITNESSETH:

AUG 17 1999

That for and in consideration of the sum of One
Dollar and other valuable considerations, the receipt of which
is hereby acknowledged, the Grantor 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 main, 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 Grantor and



FILED

PETER BENJAMIN
LAKE COUNTY AUDITOR

Return to: Rich Serletic
8705 Merrillville Rd
Merrillville, IN 46410

001300

24.00
AS
CP

situated in the County of Lake, State of Indiana, to-wit:

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, after prior written notice to Grantor, 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 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 Grantor, their tenants, 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 its contractor, in the construction, erection, maintenance, operation, repair or renewal of said line or lines and the structures and appurtenances connected therewith.

During the construction period and during any future repairs which may be necessary, neither the Grantee nor its agents or employees shall restrict the Grantor from reasonable ingress and egress to the premises. The Grantee will indemnify and hold harmless the Grantor from any and all liens which the contractor or its subcontractors might place upon Grantor's property during any period of construction. If any such liens are placed upon the Grantor's property, the Grantee will see that said liens are immediately removed or bonded over,

That Grantor hereby covenants 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, restrictions and easements of record.

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STOP

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



M. Krad
Mohammed Krad

STATE OF Indiana }
COUNTY OF Lake } SS:

BEFORE ME, the undersigned, a Notary Public in and
for said County and State, this 27th day of July,
1999, personally appeared Muhammed Krad
and _____, and acknowledged
the execution of the foregoing Easement.

WITNESS MY HAND AND OFFICIAL SEAL.
This Document is the property of
the Lake County Recorder!

[Signature]
NOTARY PUBLIC, Nick A. Perkowski
County of Residence Granger
LAKE

My Commission Expires:
7-11-07



PREPARED BY:

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

Grantor: Mohammed Krad

PERMANENT EASEMENT (MH A-9)

Part of the Southeast Quarter of Section 26, Township 35 North, Range 8 West of the Second Principal Meridian in Lake County, Indiana, described as follows: Beginning at a point on the east line of said Quarter Section 1150 feet north of the southeast corner of said Quarter Section; thence West perpendicular to said east line 40 feet; thence North parallel with said east line 20 feet; thence East perpendicular to said east line 40 feet to said east line; thence South 20 feet along said east line to the point of beginning.

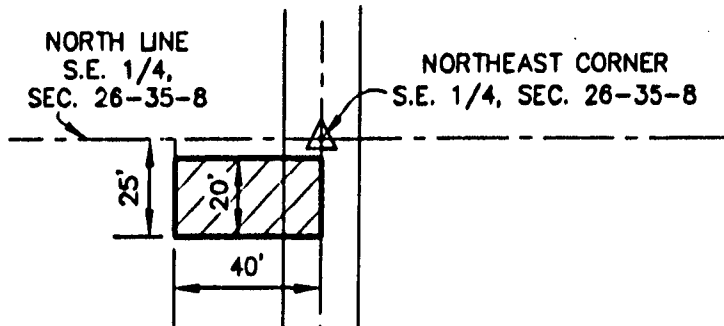
PERMANENT EASEMENT (MH A-10)

The South 20 feet of the North 25 feet of the East 40 feet of the Southeast Quarter of Section 26, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana.



EXHIBIT A

PERMANENT EASEMENT DESCRIPTION



NORTH LINE
S.E. 1/4,
SEC. 26-35-8

NORTHEAST CORNER
S.E. 1/4, SEC. 26-35-8

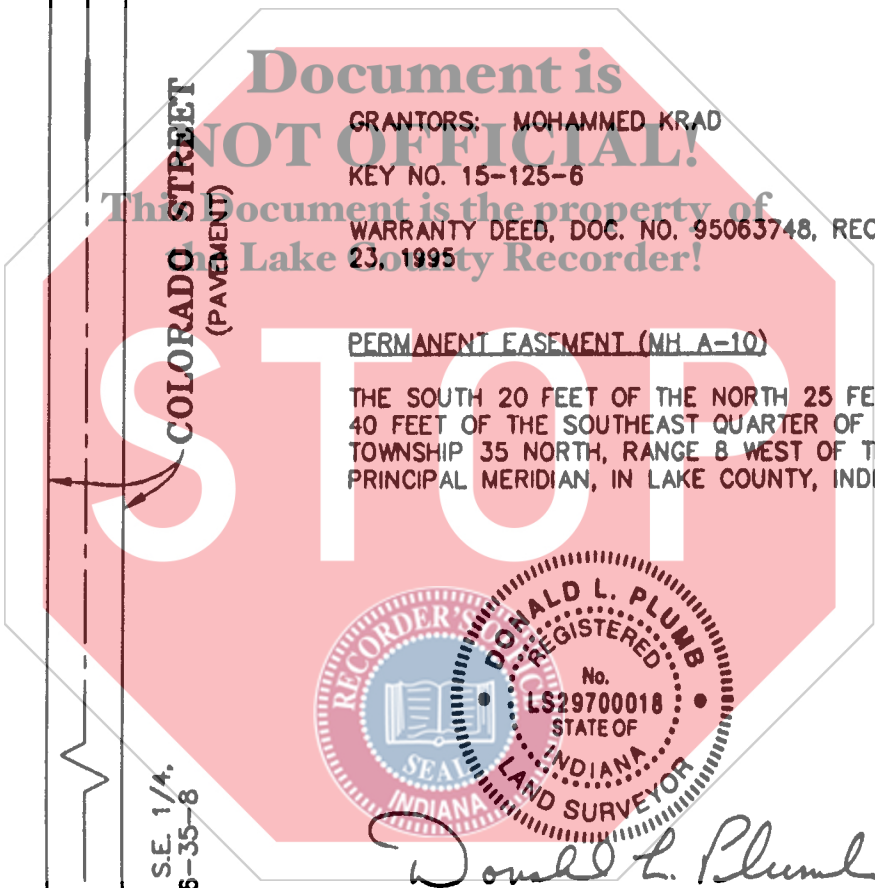
KEY. NO. 15-125-6

COLORADO STREET
(PAVEMENT)

E. LINE S.E. 1/4,
SEC. 26-35-8

SOUTH LINE S.E. 1/4
SEC. 26-35-8

SOUTHEAST CORNER
S.E. 1/4, SEC. 26-35-8



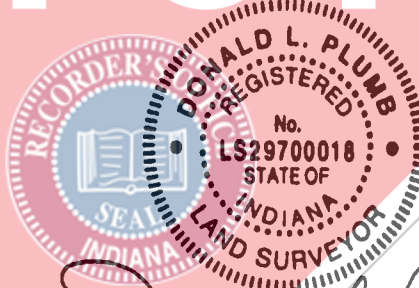
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GRANTORS: MOHAMMED KRAD
KEY NO. 15-125-6

WARRANTY DEED, DOC. NO. 95063748, RECORDED OCTOBER
23, 1995

PERMANENT EASEMENT (MH A-10)

THE SOUTH 20 FEET OF THE NORTH 25 FEET OF THE EAST
40 FEET OF THE SOUTHEAST QUARTER OF SECTION 26,
TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND
PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA.



Donald L. Plumb



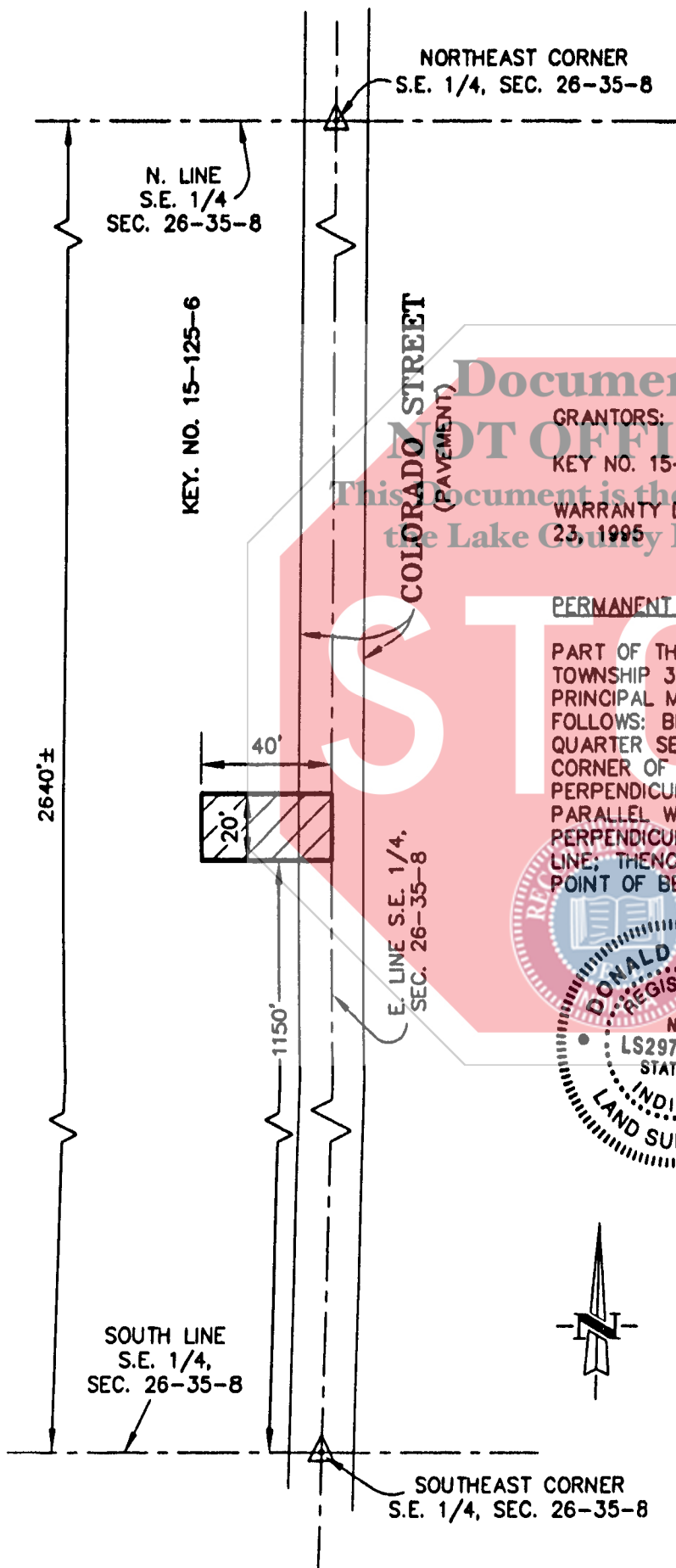
Job No.: S98787-3
Drawn By: G. BOREN
File Name: /1998/787/3.DWG
Date: FEB. 23, 1999
Sec.: 26-35-8 Scale: 1"=50'

 **Plumb
Tuckett
& Associates**

120 East 90th Drive • Merrillville, IN 46410
Phone: (219) 738-0555

EXHIBIT B

PERMANENT EASEMENT DESCRIPTION



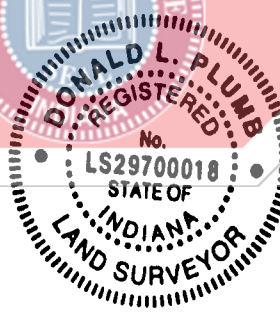
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GRANTORS: MOHAMMED KRAD
 KEY NO. 15-125-6

WARRANTY DEED, DOC. NO. 95063748, RECORDED OCTOBER 23, 1995

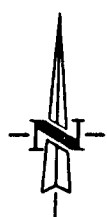
PERMANENT EASEMENT (MH A-9)

PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID QUARTER SECTION 1150 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE WEST PERPENDICULAR TO SAID EAST LINE 40 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE 20 FEET; THENCE EAST PERPENDICULAR TO SAID EAST LINE 40 FEET TO SAID EAST LINE; THENCE SOUTH 20 FEET ALONG THE EAST LINE TO THE POINT OF BEGINNING.



Donald L. Plumb

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 Drawn By: G. BOREN
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EXHIBIT B