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GRANT OF PERPETUAL EASEMENT

99087596
THIS INDENTURE, made and entered into this 22nd day of October, 1999, by and between **MARK M. NOSICH JR. AND ANN NOSICH**, hereinafter called "GRANTOR" and **MERRILLVILLE CONSERVANCY DISTRICT** by its Board of Directors, County of Lake, State of Indiana, hereinafter called "GRANTEE";

WITNESSETH
MORNING W. CARTER
ORDER

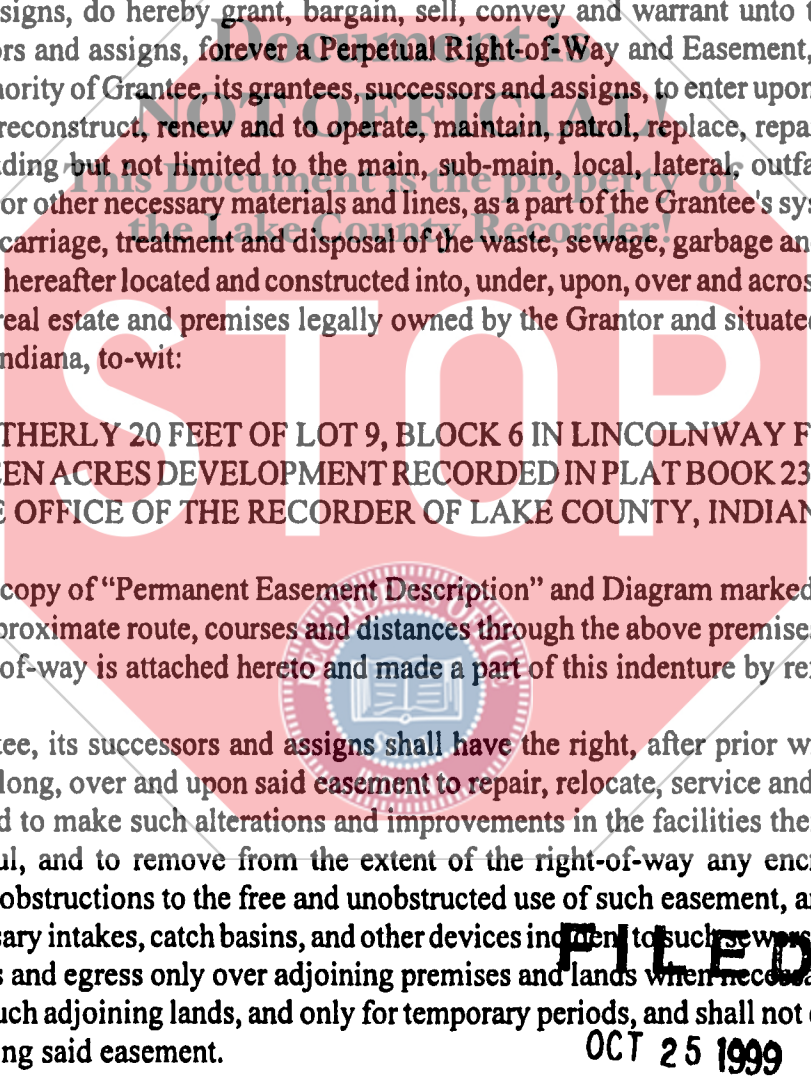
That for and in consideration of the sum of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, the Grantor for themselves and their administrators, successors and assigns, do hereby grant, bargain, sell, convey and warrant unto the Grantee, its grantees, successors 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, 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 legally described real estate and premises legally owned by the Grantor and situated in the County of Lake, State of Indiana, to-wit:

THE SOUTHERLY 20 FEET OF LOT 9, BLOCK 6 IN LINCOLNWAY FARMS, INC., GREEN ACRES DEVELOPMENT RECORDED IN PLAT BOOK 23, PAGE 14 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

See also, attached copy of "Permanent Easement Description" and Diagram marked as **EXHIBIT B**, 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.

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 which perpetual easement is hereby granted, it will restore the area disturbed by its works to as near the original condition as is practicable.



FILED
OCT 25 1999

PETER BENJAMIN
LAKE COUNTY AUDITOR

Return to:
Rich Sorletic
8705 Merrillville Rd.
Merrillville, IN 46410

001655

16.00
E.P.
CS

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 they are the legal 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 current taxes and any encumbrances, restrictions and easements of record.

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



MARK M. NOSICH JR.,
GRANTOR



ANN NOSICH,
GRANTOR

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County, this 2nd day of October, 1999, came MARK M. NOSICH JR. AND ANN NOSICH, and acknowledged the execution of the foregoing "GRANT OF PERPETUAL EASEMENT".

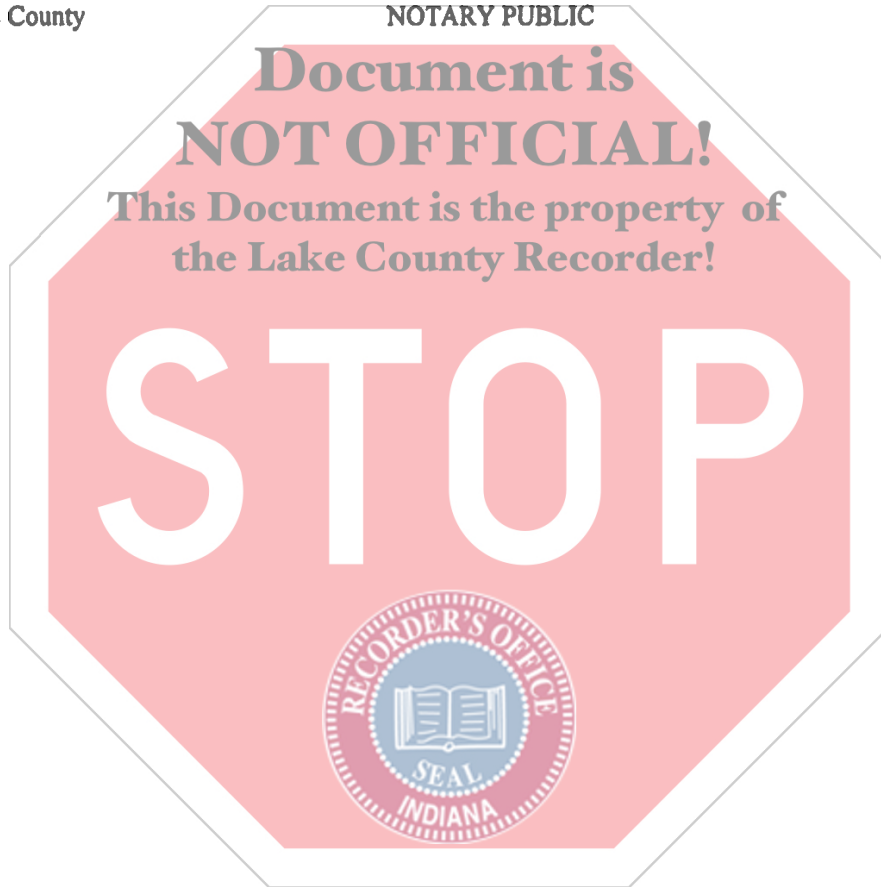
Witness my hand and Notarial Seal this 2nd day of October, 1999.

My Commission Expires:

28th Day of February, 2007

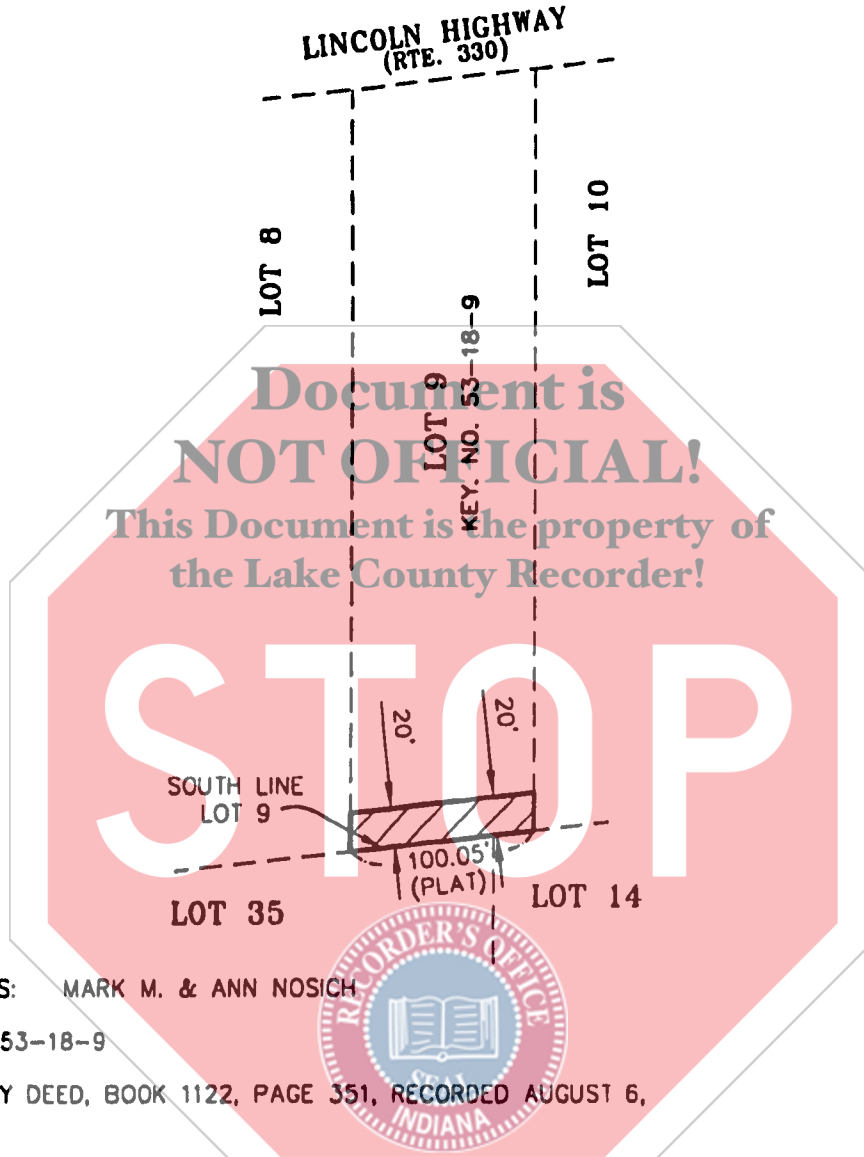
Resident of Lake County

Richard J. Serletic
RICHARD J. SERLETIC
NOTARY PUBLIC



This instrument prepared by William L. Touchette, Attorney at Law, 5544 Broadway, P.O. Box 10038, Merrillville, Indiana 46411; Telephone: (219) 980-1919.

PERMANENT EASEMENT DESCRIPTION



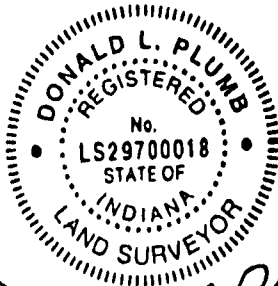
GRANTORS: MARK M. & ANN NOSICH

KEY NO. 53-18-9

WARRANTY DEED, BOOK 1122, PAGE 351, RECORDED AUGUST 6, 1959

PERMANENT EASEMENT (LINE "M" STA 157+28± TO STA 157+58±)

THE SOUTHERLY 20 FEET OF LOT 9, BLOCK 6 IN LINCOLNWAY FARMS, INC., GREEN ACRES DEVELOPMENT RECORDED IN PLAT BOOK 23, PAGE 14 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



Donald L. Plumb

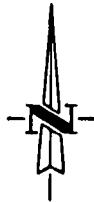


EXHIBIT B

Job No.: S98787-37

Drawn By: G. BOREN

File Name: /1998/787/37.DWG

Date: JULY 21, 1999

Sec.: 14-35-8

Scale: 1"=100'



**Plumb
Tuckett
& Associates**

120 East 90th Drive • Merrillville, IN 46410
Phone: (219) 736-0555