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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 059638

GRANT OF PERPETUAL EASEMENT

THIS INDENTURE, made and entered into this 22nd day of June, 2000, by and between, **GEORGE A. ROGGE**, hereinafter called "GRANTOR", and **MERRILLVILLE CONSERVANCY 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 and other valuable considerations, the receipt of which is hereby acknowledged, the Grantor for himself and his 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 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 WESTERLY 20 FEET AND THE EASTERLY 67 FEET OF THE WESTERLY 87 FEET OF THE SOUTHERLY 75 FEET OF A PARCEL OF LAND DESCRIBED TO GEORGE A. ROGGE, RECORDED IN DOCUMENTS NUMBERED 97051506 AND 97051507 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 in which perpetual easement is hereby

Return to:

Rich Sorletic
8705 Merrillville Rd.
Merrillville, IN 46410

Page 1 of 3

FILED

AUG 17 2000

PETER BENJAMIN
LAKE COUNTY AUDITOR

CASH
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granted, it will restore the area disturbed by its works to as near the original condition as is practicable.

The Grantor herein covenants for himself, his grantees, successors and assigns that he 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, his 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 he is the legal owner in fee simple of said real estate, is lawfully seized thereof and has a good right to grant and convey the foregoing easement therein; that he guarantees 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 his respective hand and seal this day month and year, as first above written.



GEORGE A. ROGGE,
GRANTOR

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County, this 22nd day of June, 2000, came GEORGE A. ROGGE, and acknowledged the execution of the foregoing "GRANT OF PERPETUAL EASEMENT".

Witness my hand and Notarial Seal this 22nd day of June, 2000.

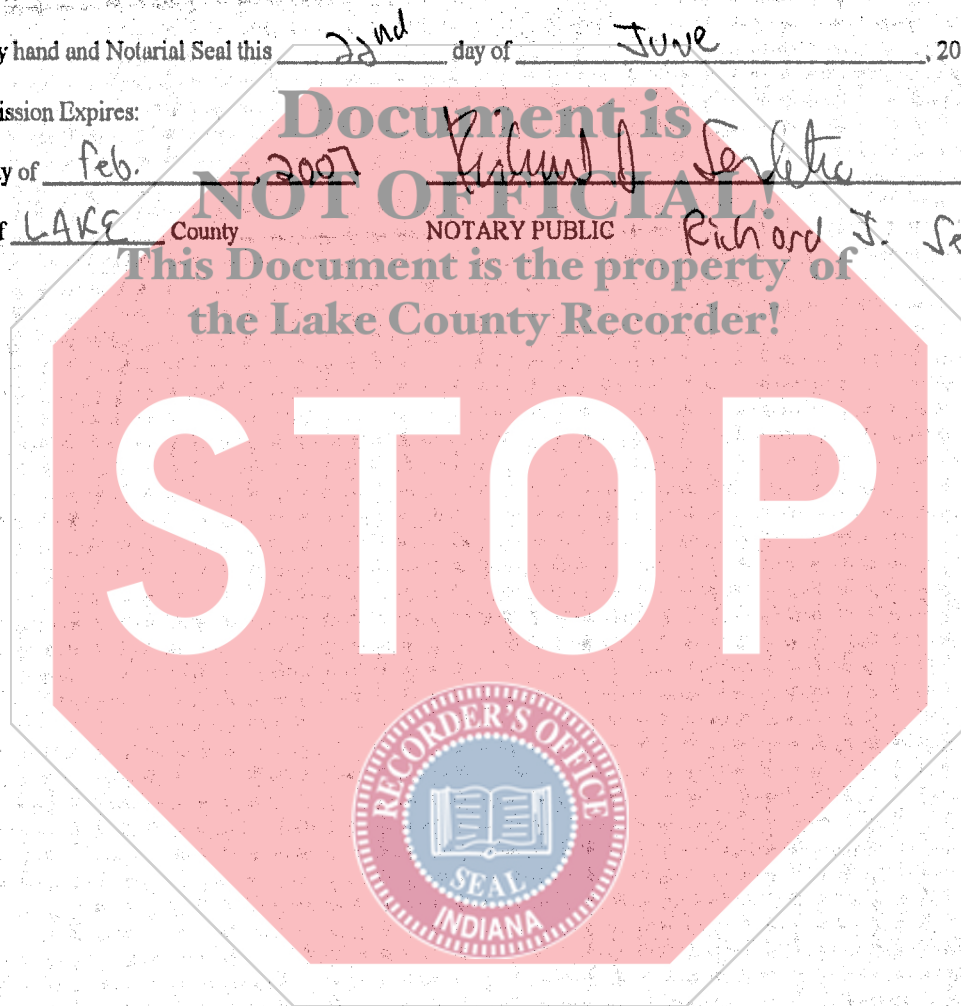
My Commission Expires:

28th Day of Feb., 2007

Resident of LAKE County

NOTARY PUBLIC

Richard J. Serletic
Richard J. Serletic



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

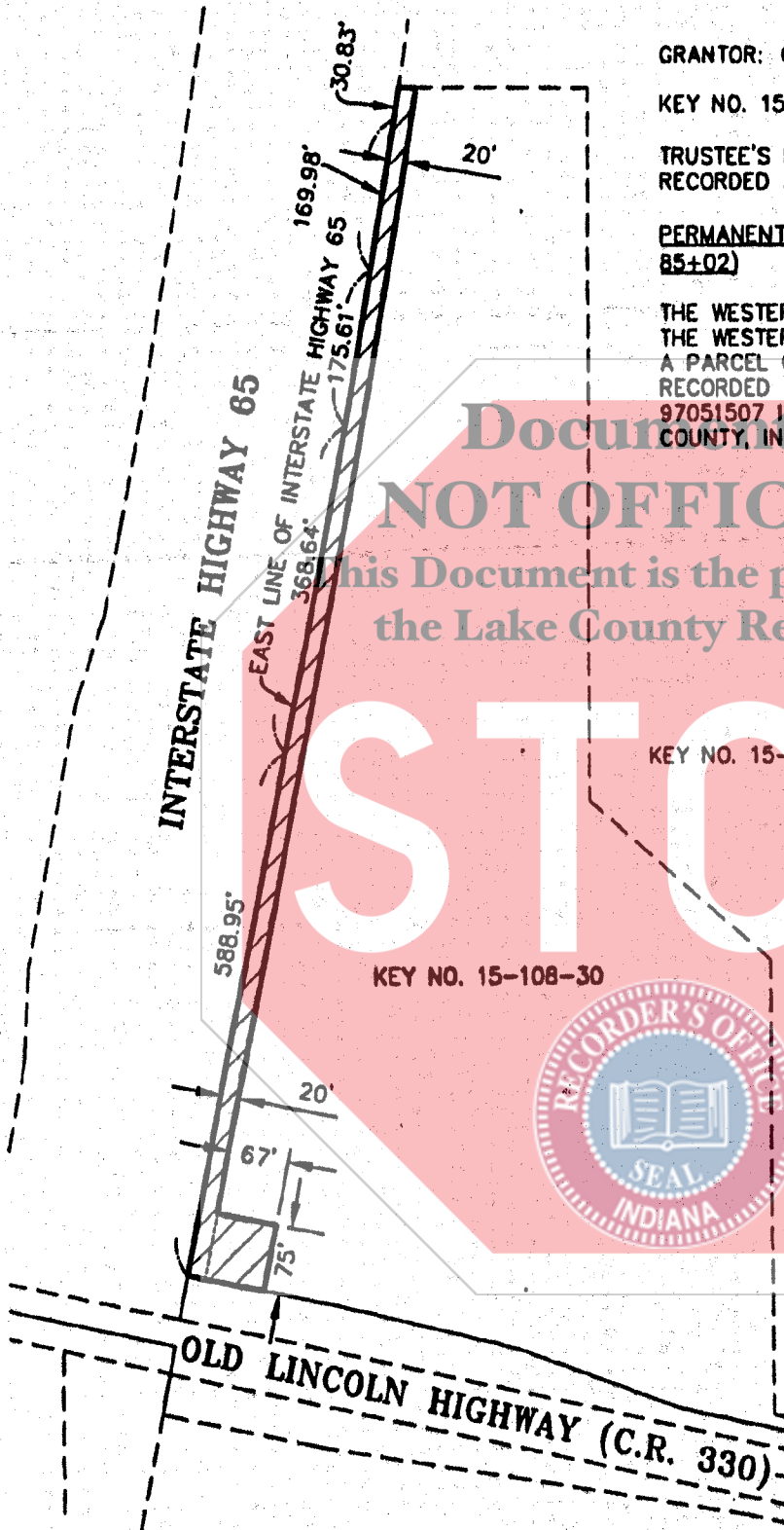
GRANTOR: GEORGE A. ROGGE

KEY NO. 15-108-30

TRUSTEE'S DEED, DOC. NO. 97051506 AND 97051507,
RECORDED AUGUST 7, 1997

PERMANENT EASEMENT (LINE "R" STA 71+23 TO STA
85+02)

THE WESTERLY 20 FEET AND THE EASTERLY 67 FEET OF
THE WESTERLY 87 FEET OF THE SOUTHERLY 75 FEET OF
A PARCEL OF LAND DESCRIBED TO GEORGE A. ROGGE,
RECORDED IN DOCUMENTS NUMBERED 97051506 AND
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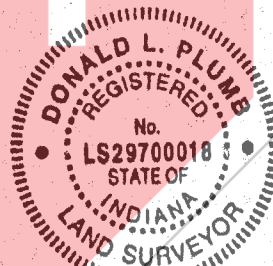
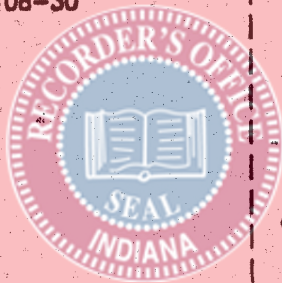


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STOP

KEY NO. 15-108-1

KEY NO. 15-108-30



Donald L. Plumb



Job No.: S98787-47

Drawn By: G. BOREN

File Name: /1998/787/47.DWG

Date: 4/18/00

Sec.: 15-35-8

Scale: 1"=200'



**Plumb
Tuckett
& Associates**

120 East 90th Drive • Merrillville, IN 46411
Phone: (219) 736-0555

EXHIBIT B