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STATE OF INDIANA
LAKE COUNTY
GRANT OF PERPETUAL EASEMENT

2000 059639
THIS INDENTURE, made and entered into this 6th day of June,
2000, by and between, **WELSH ON, INC.**, an INDIANA CORPORATION, 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 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:

A STRIP OF LAND 20 FEET IN WIDTH, THE SOUTHERLY LINE OF SAID 20 FOOT STRIP IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, SAID POINT BEING 380.72 FEET NORTH (MEASURED ALONG SAID WEST LINE) OF THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE EASTERLY TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 AND THE TERMINUS OF SAID SOUTHERLY LINE OF SAID 20 FOOT STRIP, SAID POINT BEING 394.27 FEET NORTH (MEASURED ALONG SAID EAST LINE) OF THE SOUTHEAST CORNER OF SAID WEST HALF OF THE WEST HALF OF THE WEST HALF, THE NORTH LINE OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO TERMINATE AT THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 2 AND AT THE EAST LINE OF SAID WEST HALF OF THE WEST HALF OF THE WEST HALF.

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, **FILED** prior written notice to

Return to:
Rich Serletic
8705 Merrillville Pk.
Merrillville, IN 46410

AUG 17 2000
PETER BENJAMIN
LAKE COUNTY AUDITOR

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16:00
AM

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 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 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 it 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 it 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's duly authorized agents have hereunto set their respective hands and seals this day month and year, as first above written.

Suzanne W. Mulshine
By: Suzanne W. Mulshine, President + Chief Operating Officer
WELSH OIL, INC., an INDIANA CORPORATION, GRANTOR

[Signature]
By: WELSH OIL, INC., an INDIANA CORPORATION, GRANTOR

STATE OF INDIANA
COUNTY OF LAKE

NOT OFFICIAL!
This document is the property of
the Lake County Recorder!

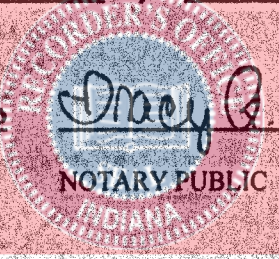
Before me, the undersigned, a Notary Public in and for said County, this 12th day of June,
2000, came Suzanne W. Mulshine, President and Chief Operating Officer

on behalf of WELSH OIL, INC., an INDIANA CORPORATION, and acknowledged the execution of the foregoing
"GRANT OF PERPETUAL EASEMENT".

Witness my hand and Notarial Seal this 12th day of June, 2000.

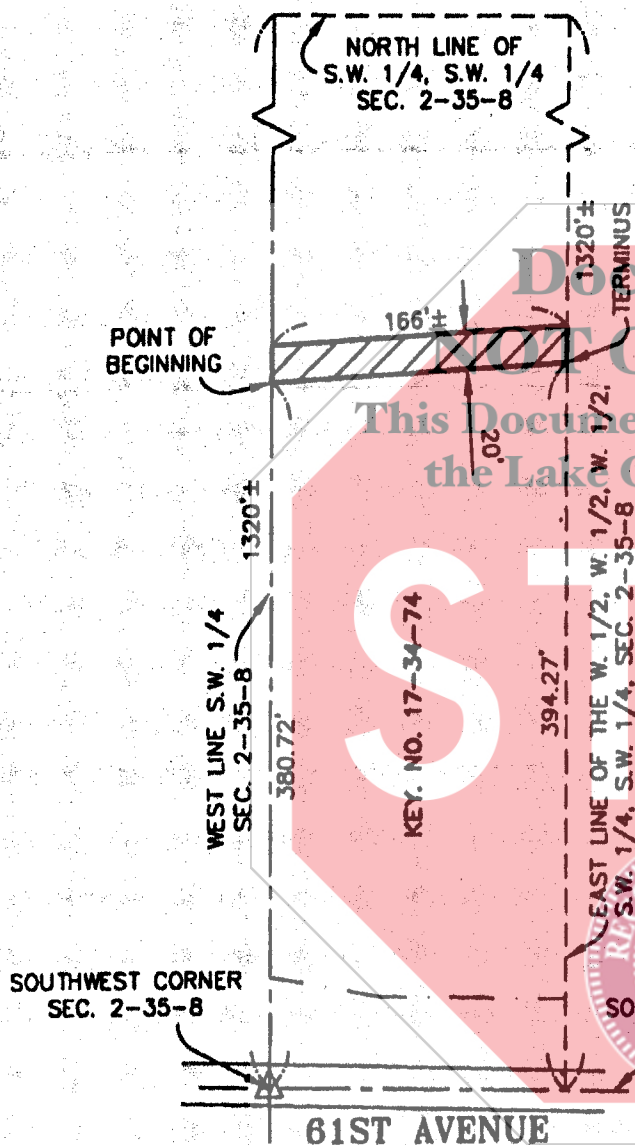
My Commission Expires: 7th Day of December, 2006 Dracy G. Dault

Resident of Porter County



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: WELSH OIL, INC.

KEY NO. 17-34-74

SPECIAL WARRANTY DEED, DOC. NO. 907614,
RECORDED MARCH 19, 1987

PERMANENT EASEMENT (LINE "M" STA 11+65 TO
STA 13+24)

A STRIP OF LAND 20 FEET IN WIDTH, THE SOUTHERLY LINE OF SAID 20 FOOT STRIP IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, SAID POINT BEING 380.72 FEET NORTH (MEASURED ALONG SAID WEST LINE) OF THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE EASTERLY TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2 AND THE TERMINUS OF SAID SOUTHERLY LINE OF SAID 20 FOOT STRIP, SAID POINT BEING 394.27 FEET NORTH (MEASURED ALONG SAID EAST LINE) OF THE SOUTHEAST CORNER OF SAID WEST HALF OF THE WEST HALF OF THE WEST HALF, THE NORTH LINE OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO TERMINATE AT THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 2 AND AT THE EAST LINE OF SAID WEST HALF OF THE WEST HALF OF THE WEST HALF.

Job No.: S98787-49

Drawn By: G. BOREN

File Name: /1998/787/49.DWG

Date: 4/18/00

Sec.: 2-35-8

Scale: 1"=100'

**Plumb
Tuckett
& Associates**

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



Donald L. Plumb



EXHIBIT B