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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

~~2000 067877~~ GRANT OF PERPETUAL EASEMENT ~~2000 SEP 18~~ PH 2: 38

THIS INDENTURE, made and entered into this <sup>MORRIS W. CARTER</sup> ~~RECORDED~~ day of August, 2000, by and between MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE UNDER TRUST NO. 5976, 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:

The West 20 feet of the North 325 feet of the East One Half of the Northwest Quarter of Section 11, Township 35 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian, in Lake County, Indiana, also the South 20 feet of the North 345 feet of said East one-half of the Northwest Quarter, also the East 40 feet lying South of the North 345 feet of said Northwest Quarter, also the East 40 feet the North 20 feet of the Southeast Quarter of the Northwest Quarter of said Section 11, also the East 20 feet of the South 100 feet of the North 120 feet of said Southeast Quarter of the Northwest Quarter, all in 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.

ENTERED FOR TAXATION SUB...  
ACCEPTANCE FOR...

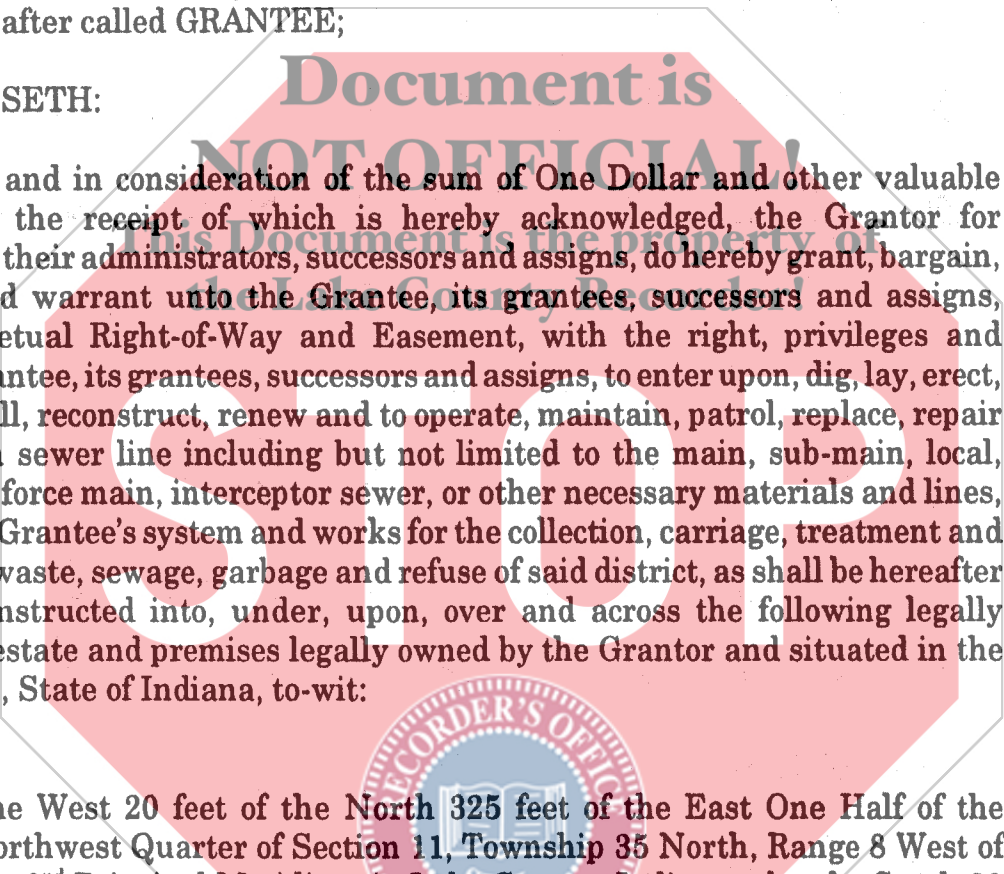
Return to:  
Rich Serletic  
8705 Merrillville Rd.  
Merrillville, IN 46410

01087

SEP 18 2000

PETER BENJAMIN  
LAKE COUNTY AUDITOR

17.00  
E.P.  
CS



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 said easement and adjoining ten (10) feet 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 Grantors 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.

This grant is subject to all encumbrances, easements and restrictions of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his/her respective hand and seal this day, month and year, as first above written.

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE UNDER TRUST NO. 5976, GRANTOR

By: SEE SIGNATURE PAGE ATTACHED

STATE OF INDIANA )

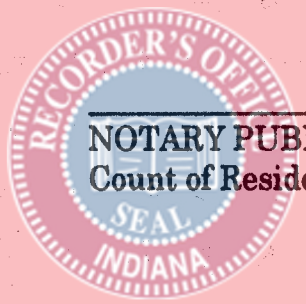
COUNTY OF LAKE )

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SS: **This Document is the property of the Lake County Recorder!**

BEFORE ME, the undersigned, a Notary Public in and for said County, this \_\_\_\_\_ day of \_\_\_\_\_, 2000, came \_\_\_\_\_

\_\_\_\_\_ on behalf of MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE UNDER TRUST NO. 5976, GRANTOR, and acknowledged the execution of the foregoing GRANT OF PERPETUAL EASEMENT.

WITNESS my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2000.



My Commission Expires: \_\_\_\_\_

PREPARED BY: MARTIN H. KINNEY, Attorney at Law, 500 East 86<sup>th</sup> Avenue, Merrillville, IN 46410



This GRANT FOR PERPETUAL EASEMENT is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated August 15, 1994, creating trust number 5976; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations, agreements and liabilities, herein made are made and are intended, not as personal covenants, undertakings, representations, agreements and liabilities, of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking, representation or agreement herein, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the "Act") as amended from time to time or any other federal, state or local law, rule or regulation. MERCANTILE NATIONAL BANK OF INDIANA, personally, is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein, the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

Furthermore, the information contained in this instrument has been furnished to the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by an Assistant Vice President and Trust Officer and attested by its Assistant Vice President and Trust Officer the day and year first above written.



MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE  
AFORESAID AND NOT PERSONALLY

By: Jacquelyn M. Kohl  
Jacquelyn M. Kohl, Assistant Vice President  
& Trust Officer

ATTEST:  
Kathryn Q. Dickason  
Kathryn Q. Dickason, Assistant Vice President  
and Trust Officer



STATE OF INDIANA, COUNTY OF LAKE ) s,s,

Before me, a Notary Public in and for said County, in the State aforesaid, personally appeared before me, JACQUELYN M. KOHL, Assistant Vice President and Trust Officer, and KATHRYN Q. DICKASON, Assistant Vice President & Trust Officer, of MERCANTILE NATIONAL BANK OF INDIANA, a national banking association, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said national banking association, and as their free and voluntary act, on behalf of said national banking association, as Trustee.

Given under my hand and notarial seal this 4<sup>th</sup> day of August, 2009.



Signed: [Signature]  
Janet L. Dremenas, Notary Public

