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**GRANT OF PERPETUAL EASEMENT**

THIS INDENTURE, made and entered into this 26 day of MARCH, 2002, by and between, **LOTTAVILLE STORAGE, 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 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:

Document is  
NOT OFFICIAL

A PARCEL OF LAND BEING A PART OF PARCELS 1 AND 2 DESCRIBED TO LOTTAVILLE STORAGE, INC. IN A CORPORATE DEED RECORDED JULY 10, 1998, AS DOCUMENT NUMBER 98052442 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, THENCE SOUTH 667.7 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE EAST 241.8 FEET MORE OR LESS TO A POINT ON THE EASTERLY LINE OF STATE ROAD NO. 55, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 11 DEGREES 05 MINUTES 32 SECONDS EAST, 46.55 FEET ALONG SAID EASTERLY LINE TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 1392.39 FEET AND WHOSE CHORD BEARS NORTH 13 DEGREES 03 MINUTES 28 SECONDS EAST; THENCE NORTHEASTERLY ALONG SAID CURVE 95.53 FEET, ALSO BEING ALONG SAID EASTERLY LINE TO THE SOUTHWEST CORNER OF LOT 1 IN INDIANA-AMERICAN CLEVELAND STREET PUMP STATION SUBDIVISION AS SHOWN IN PLAT BOOK 90, PAGE 88 AS SHOWN IN SAID RECORDER'S OFFICE; THENCE SOUTH 63 DEGREES 15 MINUTES 00 SECONDS EAST, 29.79 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 1; THENCE SOUTH 14 DEGREES 10 MINUTES 55 SECONDS WEST, 129.10 FEET TO SAID NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 11 DEGREES 08 MINUTES 32 SECONDS WEST, 126.01 FEET; THENCE SOUTH 78 DEGREES 09 MINUTES 00 SECONDS EAST, 10.00 FEET; THENCE SOUTH 11 DEGREES 08 MINUTES 32 SECONDS WEST, 13.92 FEET TO THE SOUTH LINE OF SAID LOTTAVILLE STORAGE INC.'S PARCEL 1; THENCE NORTH 78 DEGREES 09 MINUTES 00 SECONDS WEST, 35.00 FEET ALONG LAST SAID SOUTH LINE TO SAID EASTERLY LINE OF STATE ROAD NO.

**FILED**

**MAY 10 2002**

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#7217

55; THENCE NORTH 11 DEGREES 08 MINUTES 32 SECONDS EAST, 134.55 FEET ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING.

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

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.

*Charles Heschel*

By:  
LOTTAVILLE STORAGE, INC., an INDIANA CORPORATION, GRANTOR

*Charles Heschel*

By:  
LOTTAVILLE STORAGE, INC., an INDIANA CORPORATION, GRANTOR

STATE OF INDIANA )

COUNTY OF LAKE )

) SS:

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NOT OFFICIAL!

Before me, the undersigned, a Notary Public in and for said County, this 26 day of MARCH, 2002, came CHARLES HESCHEL

This Document is the property of the Lake County Recorder!

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

Witness my hand and Notarial Seal this 26 day of MARCH, 2002.

My Commission Expires:

25 Day of SEPT., 2009

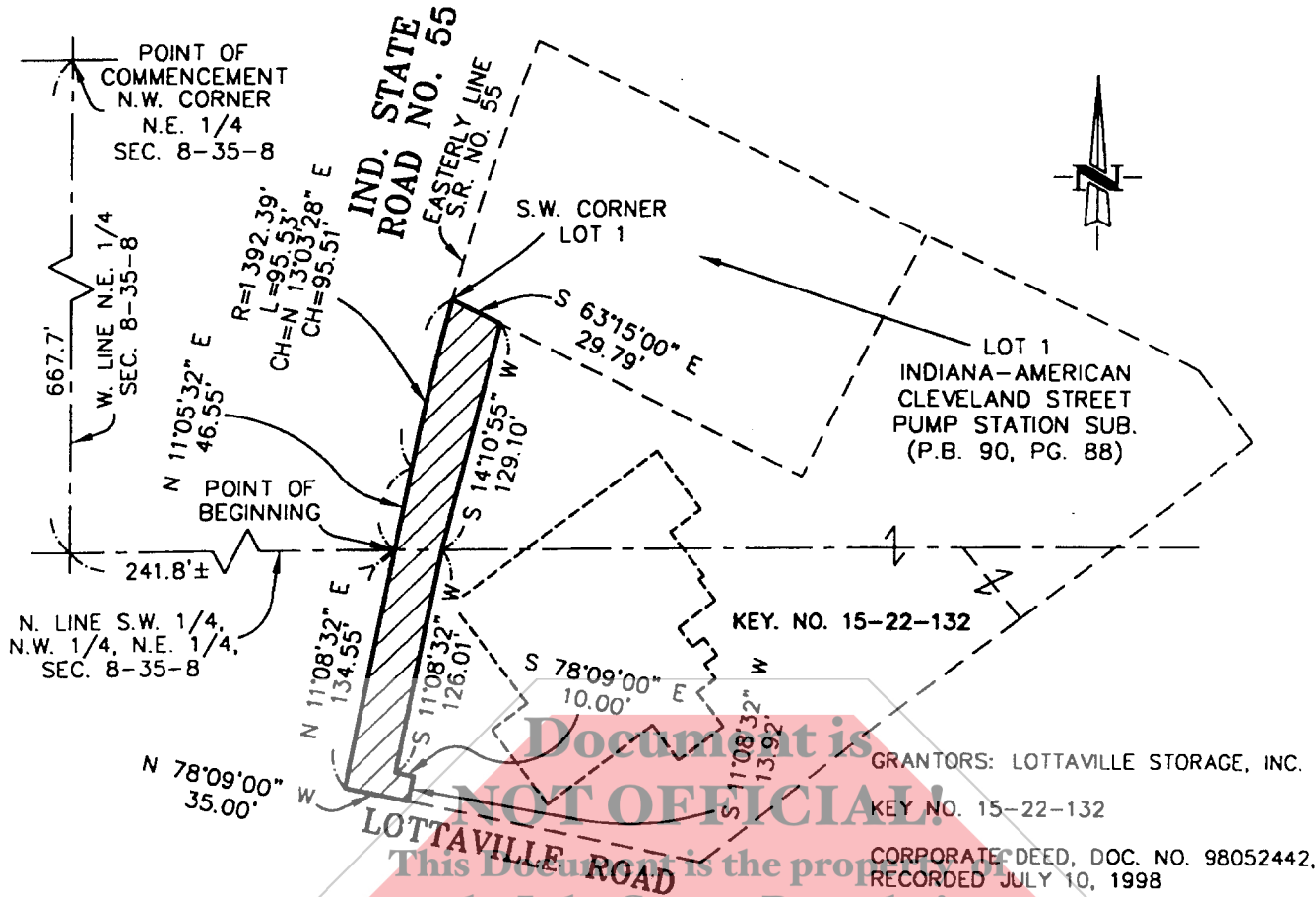
Resident of LAKE County



*Mary Ann Chiabari*  
MARY ANN CHIABARI

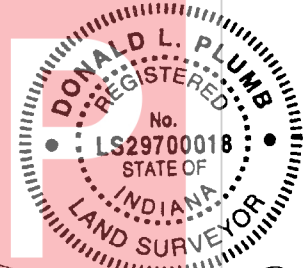
This instrument prepared by William L. Touchette, Attorney at Law, 5544 Broadway, P.O. Box 10038, Merrillville, Indiana 46411; Telephone: (219) 980-1919.

# PERMANENT EASEMENT DESCRIPTION



PERMANENT EASEMENT (STA 14+67 TO STA 17+80)

A PARCEL OF LAND BEING A PART OF PARCELS 1 AND 2 DESCRIBED TO LOTTAVILLE STORAGE, INC. IN A CORPORATE DEED RECORDED JULY 10, 1998, AS DOCUMENT NUMBER 98052442 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, THENCE SOUTH 667.7 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE EAST 241.8 FEET MORE OR LESS TO A POINT ON THE EASTERLY LINE OF STATE ROAD NO. 55, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 11 DEGREES 05 MINUTES 32 SECONDS EAST, 46.55 FEET ALONG SAID EASTERLY LINE TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 1392.39 FEET AND WHOSE CHORD BEARS NORTH 13 DEGREES 03 MINUTES 28 SECONDS EAST; THENCE NORTHEASTERLY ALONG SAID CURVE 95.53 FEET, ALSO BEING ALONG SAID EASTERLY LINE TO THE SOUTHWEST CORNER OF LOT 1 IN INDIANA-AMERICAN CLEVELAND STREET PUMP STATION SUBDIVISION AS SHOWN IN PLAT BOOK 90, PAGE 88 AS SHOWN IN SAID RECORDER'S OFFICE; THENCE SOUTH 63 DEGREES 15 MINUTES 00 SECONDS EAST, 29.79 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 1; THENCE SOUTH 14 DEGREES 10 MINUTES 55 SECONDS WEST, 129.10 FEET TO SAID NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 11 DEGREES 08 MINUTES 32 SECONDS WEST, 126.01 FEET; THENCE SOUTH 78 DEGREES 09 MINUTES 00 SECONDS EAST, 10.00 FEET; THENCE SOUTH 11 DEGREES 08 MINUTES 32 SECONDS WEST, 13.92 FEET TO THE SOUTH LINE OF SAID LOTTAVILLE STORAGE INC.'S PARCEL 1; THENCE NORTH 78 DEGREES 09 MINUTES 00 SECONDS WEST, 35.00 FEET ALONG LAST SAID SOUTH LINE TO SAID EASTERLY LINE OF STATE ROAD NO. 55; THENCE NORTH 11 DEGREES 08 MINUTES 32 SECONDS EAST, 134.55 FEET ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING.



*Donald L. Plumb*

**EXHIBIT A**

Job No.: S01705-03  
 Drawn By: G.B.  
 File Name: /2001/705/3.DWG  
 Date: 1-18-02  
 Sec.: 8-35-8 Scale: 1"=100'

**Plumb Tuckett & Associates**  
 120 East 90th Drive • Merrillville, IN 46410  
 Phone: (219) 736-0555