2002 044538 GRANT OF PERPETUAL EASEMENT

of ________, 2002, by and between BANK OF HIGHLAND, now known as SAND RIDGE BANK, AS TRUSTEE OF BANK OF HIGHLAND, now known as SAND RIDGE BANK, LAND TRUST NO. 1104, 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:

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PETER BENJAMIN LAKE COUNTY AUDITOR A 32.5 foot wide strip of land being part of a tract of land described to Bank of Highland, now known as Sand Ridge Bank, Land Trust No. 1104, as Document 076438, recorded on December 28, 1989, in the Office of the Recorder of Lake County, Indiana, said 32.5 foot strip being described more particularly as follows: Beginning at the Northeast corner of said Bank of Highland, now known as Sand Ridge Bank, Tract, said Northeast corner also being on the West line of Cleveland Street (Indiana State Road No. 55), thence South 248 feet along said West line to the point of beginning; thence West, 32.5 feet perpendicular to said west line of Cleveland Street; thence South 200.2 feet more or less parallel with said West line of Cleveland Street to the North line of 57th Avenue; thence Southeast 35.5 feet along said North line of 57th Avenue to said West line of Cleveland Street; thence North, 214.5 feet more or less along said West line of Cleveland Street to the point of beginning.

001100 J8-7218 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 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.

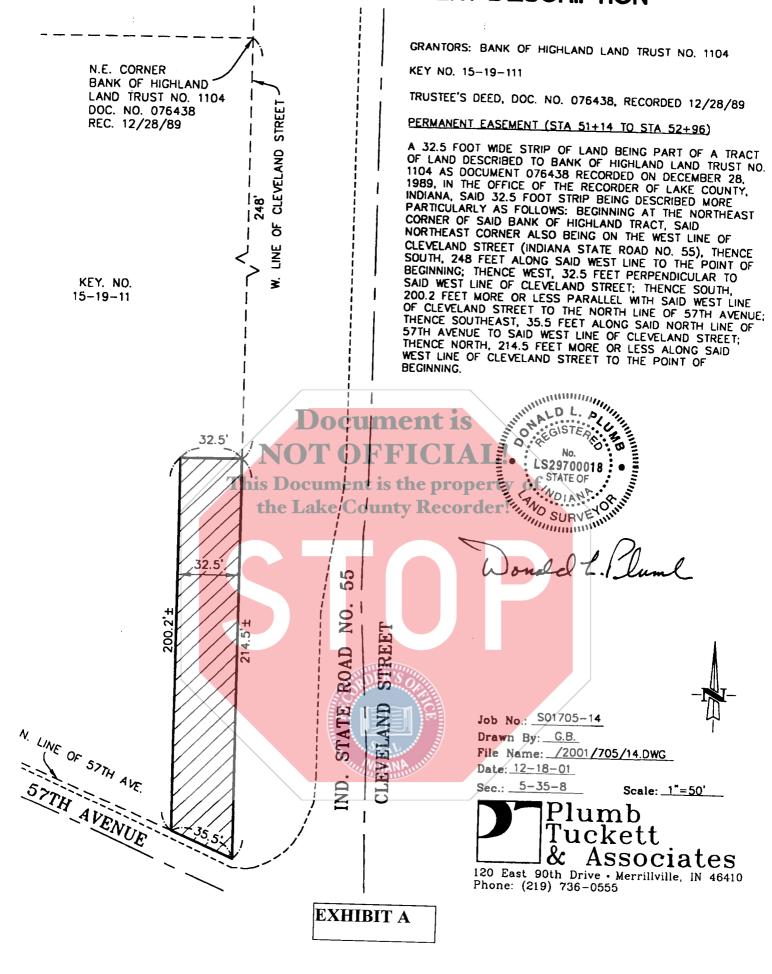
IN WITNESS WHEREOF, the Grantors have hereunto set t

their respective hands and seals first above written.	this day, month and year, as
	Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof
Documer	By: BANK OF HIGHLAND, now known as SAND RIDGE BANK, as TRUSTEE OF BANK OF HIGHLAND, now known as SAND RIDGE BANK, LAND TRUST NO. 1104, GRANTOR
NOT OFFI	Trustee's Exoneration Rider Attached Hereto And Made A Part Hereo
STATE OF INDIANA)	By: BANK OF HIGHLAND, now known as SAND RIDGE BANK, as TRUSTEE OF BANK OF HIGHLAND, now known as SAND RIDGE BANK, LAND TRUST NO. 1104, GRANTOR
COUNTY OF LAKE)SS:	
BEFORE ME, the undersign said County, this day of	ned, a Notary Public in and for , 2002, came
on behalf of BANK OF HIGHLAND, not LAND TRUST NO. 1104, and acknowled going Grant of Perpetual Easement WITNESS my hand and Not. 2002.	dged the execution of the fore-
My Commission Expires:	NOTARY PUBLIC COUNTY OF RESIDENCE

PREPARED BY: MARTIN H. KINNEY, Attorney, 500 East 86th Avenue, Merrillville, Indiana, 46410

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PERMANENT EASEMENT DESCRIPTION



THIS GRANT OF PERPETUAL EASEMENT is executed by SAND RIDGE BANK, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that nothing in said document shall be construed as creating any personal liability on SAND RIDGE BANK to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied including but not limited to warranties, indemnifications and hold harmless representations in said document (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far a said Trustee is concerned, the owner of any indebtedness or right accruing under said document thereof, it being understood that said Trustee merely holds title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary(ies) of said Trust. In event of such conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

Nothing contained herein shall be construed as creating any liability on SAND RIDGE BANK, 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 Federal, state or Local rule or regulation. SAND RIDGE BANK, personally is not a "Transferor" 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.

DATED: May 3, 2002		SAND RIDGE	BANK, AS TRUSTEE
	Doc	UMOF TRUST #13	3-1104
ATTEST:	NOTO		
Schoro DA	This Docume	nt is Mark W. Spren Senior Vice Pre	
Deborah A. Rollo,			
Assistant Vice President &	Trust Officer		
STATE OF INDIANA			
COUNTY OF LAKE)SS)		

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Mark W. Sprenger, Senior Vice President & Trust Officer and Deborah A. Rollo, Assistant Vice President & Trust Officer of the SAND RIDGE BANK, Highland, Indiana, an Indiana State Banking Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice President & Trust Officer and Assistant Vice President & Trust Officer did also then and there acknowledge that they, as custodians of the Corporate seal of said Indiana State Banking Association, did affix the said Corporate seal of said Indiana State Banking Association to the foregoing as his own free and voluntary act, and as the free and voluntary act of said Indiana State Banking Association, as Trustee for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 3rd day of May 2002.

JEANNIE M BELLAR
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY

MY COMMISSION EXP. NOV. 2,2007