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**GRANT OF PERPETUAL EASEMENT**

THIS INDENTURE, made and entered into this 19<sup>th</sup> day of April, 2004, by and between **WILLIAM THOMAS FREEMAN**, 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 Right-of-Way and Permanent 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 15 FOOT WIDE STRIP OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, SAID 15 FOOT WIDE STRIP BEING A PART OF A PARCEL OF LAND DESCRIBED TO WILLIAM THOMAS FREEMAN IN A WARRANTY DEED, RECORDED AS DOCUMENT 412120, ON JUNE 14, 1977, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, THE EASTERLY LINES OF SAID 15 FOOT WIDE STRIP BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER WHICH IS 2,167.36 FEET WEST OF THE SOUTHEAST CORNER THEREOF, THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER 418.80 FEET; THENCE NORTHEAST 125 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SAID FREEMAN PARCEL, SAID POINT BEING 2,067.36 FEET WEST OF SAID EAST LINE OF SAID NORTHWEST QUARTER, AND 497.45 FEET NORTH OF SAID SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 2,158.6 FEET MORE OR LESS ALONG SAID FREEMAN EAST LINE TO THE NORTH LINE OF SAID NORTHWEST QUARTER AND THE TERMINUS OF SAID 15 FOOT WIDE STRIP, THE WESTERLY LINES OF SAID 15 FOOT WIDE STRIP TO BE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE SOUTH AND NORTH LINES OF SAID NORTHWEST QUARTER, SAID 15 FOOT WIDE STRIP CONTAINING 0.93 ACRES MORE OR LESS.

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 which is 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,

Return to:  
William L. Touchette  
Attorney at Law  
P.O. Box 10038  
Merrillville, IN 46411-0038

**FILED**  
SEP 15 2004  
STEPHEN R. STIGLICH  
LAKE COUNTY AUDITOR

001128

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

CK#  
2004 file  
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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 himself, his 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 right-of-way and permanent 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.

***The contractor, who is building MCD project, must stay within the area of the Perpetual and Temporary Easements as shown on the Surveyor's drawings attached to said easements. MCD's contractor must stay off of and not in any way use the driveway or the culvert and driveway that currently provides access to the Grantor's real estate that will be burdened by this Perpetual Easement. MCD's contractor must not interfere with ingress and egress to Grantor's real estate. After construction is complete MCD by MCD's contractor will restore the entire easement area to at least as good as condition as existed prior to construction and MCD's Temporary Easement will expire and become void.***

***During the construction period and during any future periods when it may be necessary for Grantee to make repairs, neither the Grantee nor its agents or employees shall restrict the ingress and egress to and from Grantor's real estate.***

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 Grantor 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 hand and seal this day month, and year, as first above written.

William T. Freeman  
WILLIAM THOMAS FREEMAN,  
GRANTOR

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF LAKE            )

Before me, the undersigned, a Notary Public in and for said County, this 19<sup>th</sup> day of April, 2004, came WILLIAM THOMAS FREEMAN, and acknowledged the execution of the foregoing "GRANT OF PERPETUAL EASEMENT".

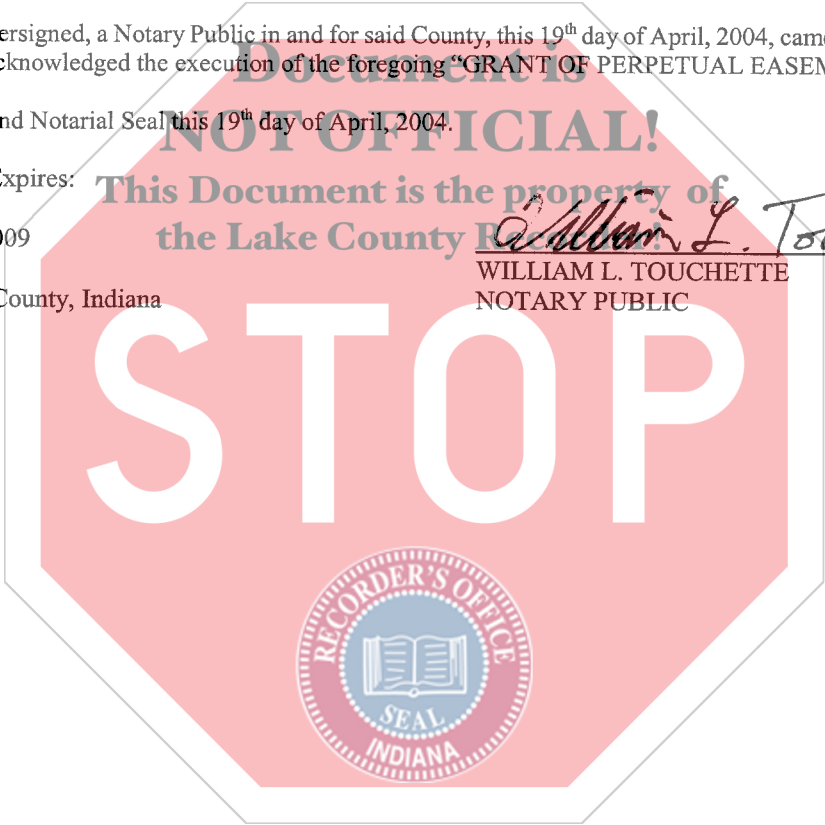
Witness my hand and Notarial Seal this 19<sup>th</sup> day of April, 2004.

My Commission Expires:  
4<sup>th</sup> Day of May, 2009

Resident of Lake County, Indiana

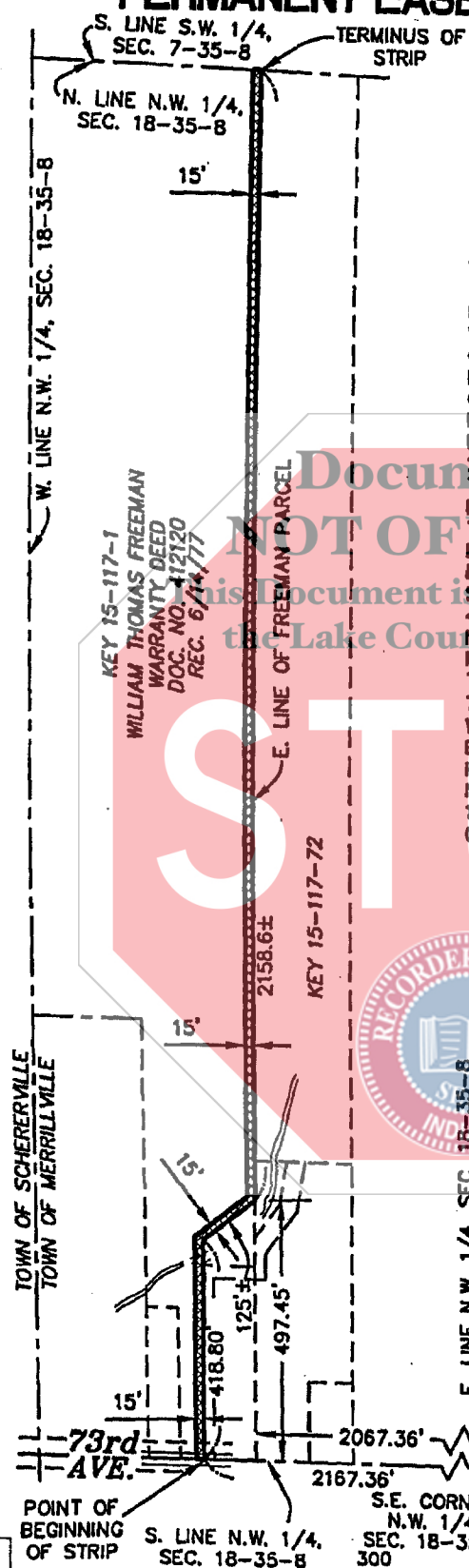
This Document is the property of  
the Lake County Recorder's Office

William L. Touchette  
WILLIAM L. TOUCHETTE  
NOTARY PUBLIC



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



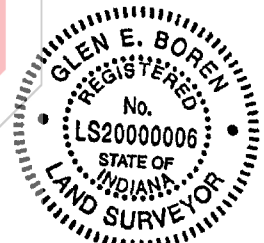
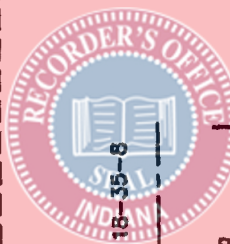
GRANTOR: WILLIAM THOMAS FREEMAN

KEY NO. 15-117-1

**LEGAL DESCRIPTION:**

A 15 FOOT WIDE STRIP OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, SAID 15 FOOT WIDE STRIP BEING A PART OF A PARCEL OF LAND DESCRIBED TO WILLIAM THOMAS FREEMAN IN A WARRANTY DEED, RECORDED AS DOCUMENT 412120, ON JUNE 14, 1977, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, THE EASTERLY LINES OF SAID 15 FOOT WIDE STRIP BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER WHICH IS 2,167.36 FEET WEST OF THE SOUTHEAST CORNER THEREOF, THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER 418.80 FEET; THENCE NORTHEAST 125 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SAID FREEMAN PARCEL, SAID POINT BEING 2,067.36 FEET WEST OF SAID EAST LINE OF SAID NORTHWEST QUARTER, AND 497.45 FEET NORTH OF SAID SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 2,158.6 FEET MORE OR LESS ALONG SAID FREEMAN EAST LINE TO THE NORTH LINE OF SAID NORTHWEST QUARTER AND THE TERMINUS OF SAID 15 FOOT WIDE STRIP, THE WESTERLY LINES OF SAID 15 FOOT WIDE STRIP TO BE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE SOUTH AND NORTH LINES OF SAID NORTHWEST QUARTER, SAID 15 FOOT WIDE STRIP CONTAINING 0.93 ACRES MORE OR LESS.

KEY 15-117-1  
WILLIAM THOMAS FREEMAN  
WARRANTY DEED  
DOC. NO. 412120  
REC. 6/14/77



*G. E. B.*

Reference Name: M.C.D.  
Survey Job No: S03722  
Scale: 1"=300'  
Drawn By: G.B.  
Date: DECEMBER 15, 2003  
File Name:  
/722/15-117-1.DWG  
Sec. 18-35-8

**Plumb Tuckett & Associates**

64 West 67th Place • Merrillville, IN 46410  
Phone: (219) 736-0555 Fax: 769-0178



EXHIBIT A