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**GRANT OF PERPETUAL EASEMENT**

THIS INDENTURE, made and entered into this 31<sup>st</sup> day of March, 2004, by and between **FUKEUN ERIC CHEN**, 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 7.5 FEET ON EACH SIDE OF A CENTERLINE IN THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, SAID CENTERLINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 15 FEET WEST OF AND 7.5 FEET NORTH OF THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED TO WILLIAM THOMAS FREEMAN IN A WARRANTY DEED RECORDED AS DOCUMENT NUMBER 412120 ON JUNE 14, 1977, IN THE RECORDER'S OFFICE OF SAID COUNTY, THENCE SOUTH 87 DEGREES 46 MINUTES 27 SECONDS EAST, 741.34 FEET PARALLEL WITH AND 7.5 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 18 DEGREES 35 MINUTES 16 SECONDS EAST, 692.58 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 14 SECONDS WEST, 478.59 FEET; THENCE NORTH 00 DEGREES 50 MINUTES 46 SECONDS EAST, 569.59 FEET MORE OR LESS TO THE CENTERLINE OF TURKEY CREEK AND THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE NORTH 00 DEGREES 50 MINUTES 46 SECONDS EAST, 44.97 FEET; THENCE NORTH 58 DEGREES 35 MINUTES 59 SECONDS EAST, 575.86 FEET; THENCE NORTH 76 DEGREES 19 MINUTES 17 SECONDS EAST, 485.33 FEET; THENCE NORTH 78 DEGREES 20 MINUTES 21 SECONDS EAST, 466.89 FEET; THENCE SOUTH 80 DEGREES 15 MINUTES 29 SECONDS EAST, 497.10 FEET; THENCE SOUTH 82 DEGREES 10 MINUTES 30 SECONDS EAST, 479.19 FEET TO A LINE 37.5 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 12 MINUTES 28 SECONDS WEST, 431.29 FEET ALONG SAID 37.5 FOOT PARALLEL LINE TO THE NORTH LINE OF SAID SOUTHEAST QUARTER AND THE TERMINUS OF SAID CENTERLINE, THE SIDELINES OF SAID 15 FOOT WIDE STRIP TO BE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE CENTERLINE OF

Notarially  
This document is the property of  
Lake County Board

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

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SEP 15 2004

STEPHEN R. STIGLICH  
LAKE COUNTY AUDITOR

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2019  
\$ 1699

TURKEY CREEK AND AT THE NORTH LINE OF SAID SOUTHEAST QUARTER,  
SAID 15 FOOT WIDE STRIP CONTAINING 1.03 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, 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.

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 he is the legal owners 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.

Fukeun Eric Chen  
FUKEUN ERIC CHEN,  
GRANTOR

STATE OF Washington )  
COUNTY OF King ) SS:

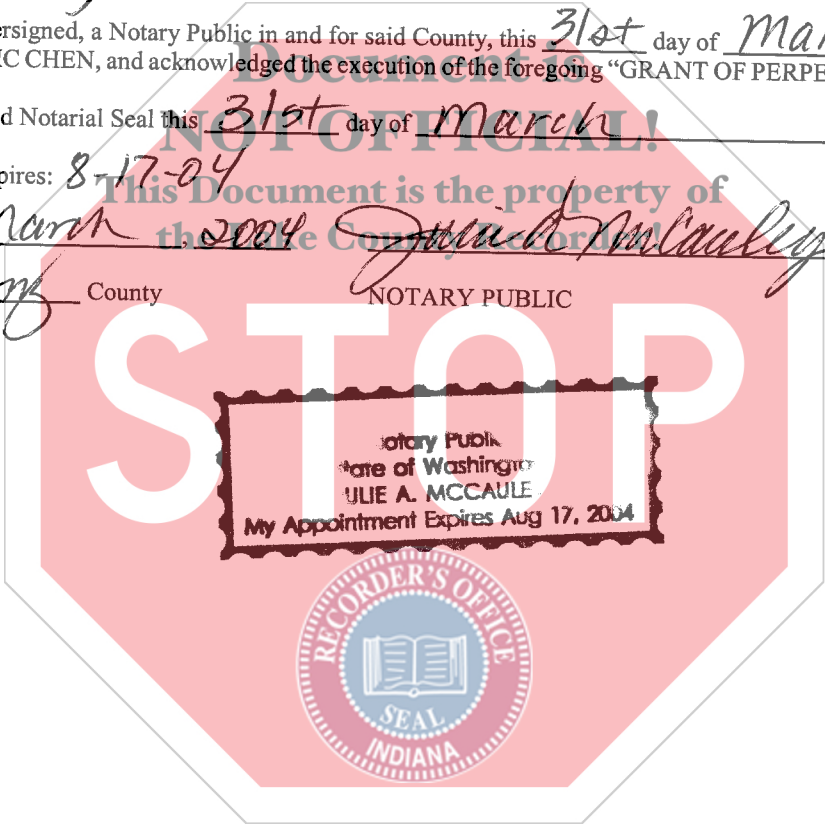
Before me, the undersigned, a Notary Public in and for said County, this 31st day of March, 2004, came FUKEUN ERIC CHEN, and acknowledged the execution of the foregoing "GRANT OF PERPETUAL EASEMENT".

Witness my hand and Notarial Seal this 31st day of March, 2004.

My Commission Expires: 8-17-04

01 Day of March, 2004  
Julie A. McCauley

Resident of King County 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: FUKUEN ERIC CHEN

KEY NO. 15-21-18, 15-21-20, 15-21-39

Reference Name: M.C.D.

Survey Job No: S03722

Scale: 1"=400'

Drawn By: G.B.

Date: DECEMBER 22, 2003

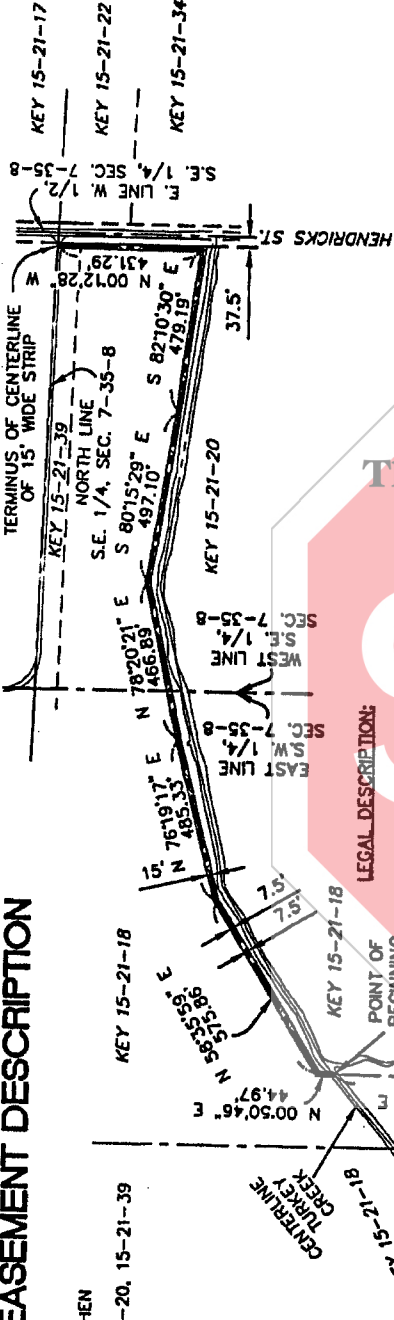
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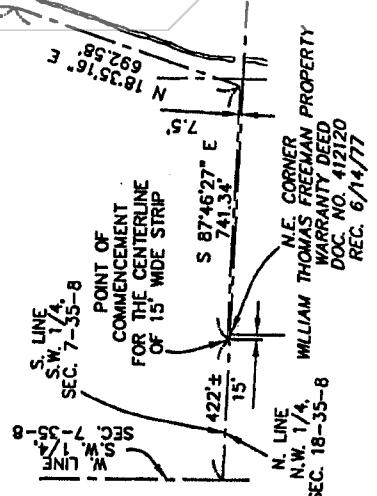
Sec. 7-35-8



*G.E. Boren*



**LEGAL DESCRIPTION:**  
 A 15 FOOT WIDE STRIP OF LAND LYING 7.5 FEET ON EACH SIDE OF A CENTERLINE IN THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, SAID CENTERLINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 15 FEET WEST OF AND 7.5 FEET NORTH OF THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED TO WILLIAM THOMAS FREEMAN IN A WARRANTY DEED RECORDED AS DOCUMENT NUMBER 412120 ON JUNE 14, 1977, IN THE RECORDER'S OFFICE OF SAID COUNTY, THENCE SOUTH 87 DEGREES 48 MINUTES 27 SECONDS EAST, 741.34 FEET PARALLEL WITH AND 7.5 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 18 DEGREES 35 MINUTES 16 SECONDS EAST, 692.58 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 14 SECONDS WEST, 478.59 FEET; THENCE NORTH 00 DEGREES 50 MINUTES 46 SECONDS EAST, 569.59 FEET MORE OR LESS TO THE CENTERLINE OF TURKEY CREEK AND 44.97 FEET; THENCE NORTH 58 DEGREES 35 MINUTES 59 SECONDS EAST, 575.86 FEET; THENCE NORTH 76 DEGREES 19 MINUTES 17 SECONDS EAST, 485.33 FEET; THENCE NORTH 78 DEGREES 20 MINUTES 21 SECONDS EAST, 466.88 FEET; THENCE SOUTH 80 DEGREES 15 MINUTES 29 SECONDS EAST, 497.10 FEET; THENCE SOUTH 82 DEGREES 10 MINUTES 30 SECONDS EAST, 479.19 FEET TO A LINE 37.5 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 12 MINUTES 14 SECONDS WEST, 431.29 FEET ALONG SAID 37.5 FOOT PARALLEL LINE TO THE NORTH LINE OF SAID SOUTHWEST QUARTER AND THE TERMINUS OF SAID CENTERLINE, THE SIDELINES OF SAID 15 FOOT WIDE STRIP TO BE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE CENTERLINE OF TURKEY CREEK AND AT THE NORTH LINE OF SAID SOUTHWEST QUARTER, SAID 15 FOOT WIDE STRIP CONTAINING 1.03 ACRES MORE OR LESS.



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

EXHIBIT A