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STATE OF INDIANA
LAKE COUNTY
CLERK OF COURSE
TAMM
MERRILLVILLE

GRANT AND AGREEMENT FOR EASEMENT

TOWN OF MERRILLVILLE, INDIANA, a political subdivision of the State of Indiana ("Town"), for ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, sells, conveys, and warrants to INDEPENDENCE HILL CONSERVANCY DISTRICT, a political subdivision of the State of Indiana ("District"), a perpetual easement and right-of-way (the "Easement"), for the purposes hereinafter provided, on, across, over, and under the three parcels of real estate described in Exhibit "A" attached hereto, hereinafter referred to individually as "Area 1," "Area 2," and "Area 3" (as so designated and described in Exhibit A) and collectively as the "Easement Areas," said parcels being adjacent to each other and situated in the Town of Merrillville, County of Lake, State of Indiana, in the vicinity of 7501 Taft Street.

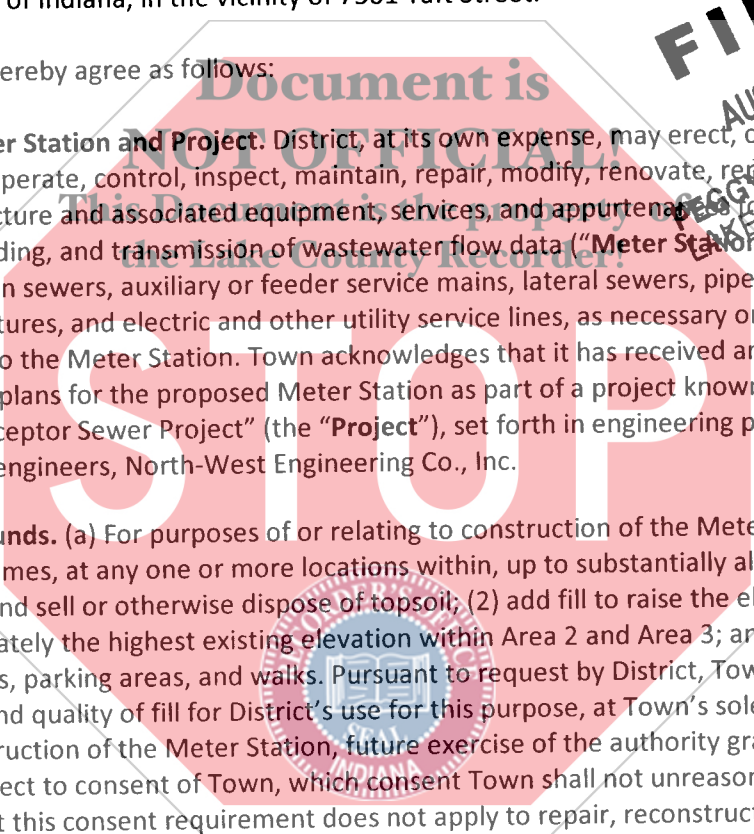
The parties hereby agree as follows:

1. **Meter Station and Project.** District, at its own expense, may erect, construct and install and thereafter use, operate, control, inspect, maintain, repair, modify, renovate, replace, and renew: (1) within Area 3, a structure and associated equipment, services, and appurtenances for the collection, measurement, recording, and transmission of wastewater flow data ("Meter Station"); and (2) within Easement Areas, main sewers, auxiliary or feeder service mains, lateral sewers, pipes, conduits, connections, manhole structures, and electric and other utility service lines, as necessary or convenient for purposes of or relating to the Meter Station. Town acknowledges that it has received and reviewed a copy of District's detailed plans for the proposed Meter Station as part of a project known as "2012 Taft Street Sanitary Interceptor Sewer Project" (the "Project"), set forth in engineering plans prepared by District's consulting engineers, North-West Engineering Co., Inc.

2. **Grounds.** (a) For purposes of or relating to construction of the Meter Station, District may at any time or times, at any one or more locations within, up to substantially all of, Area 2 and/or Area 3: (1) remove and sell or otherwise dispose of topsoil; (2) add fill to raise the elevation partially or fully up to approximately the highest existing elevation within Area 2 and Area 3; and (3) install paved or concrete pads, drives, parking areas, and walks. Pursuant to request by District, Town will provide a sufficient quantity and quality of fill for District's use for this purpose, at Town's sole expense. After completion of construction of the Meter Station, future exercise of the authority granted in this paragraph (a) is subject to consent of Town, which consent Town shall not unreasonably withhold or delay; provided, that this consent requirement does not apply to repair, reconstruction, or replacement of previously installed pads, drives, parking areas, or walks.

(b) District shall maintain all 3 areas in reasonable condition and repair, at a minimum in compliance with the Town's Code provisions generally applicable to such matters, and may repair, modify, renovate, replace, and renew, the pads, drives, parking areas, and walks it installs, at its

FILED
AUG 27 2012
PEGGY HOLING KATONA
LAKE COUNTY AUDITOR



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Fidelity National Title recorded this document as an accommodation. Fidelity did not examine the document or the title of the real estate affected.

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own expense except as otherwise provided in section 4 below, and District will have sole and exclusive authority and responsibility to do so. District shall, at its own expense, remove snow and ice from Area 1 and Area 2 as and when reasonably necessary for ingress and egress by both parties and trim grass, shrubs, and trees other than as removed pursuant to paragraph (a).

3. **Access.** District access to the Easement Areas will be from the adjacent public road right of way and not across Town's real estate adjacent to the Easement Areas. Town reserves the right to at all times freely use Area 2, in common with District's use thereof, for ingress to and egress from Town's real estate adjacent to the Easement Areas.

4. **Area 2 Improvement and Use.** Upon or within a reasonable time after construction of the Meter Station has been completed, District shall install paved or concrete pads or drives over substantially all of Area 2, suitable for ingress and egress: (1) by District, to and from Area 3; and (2) by Town, to and from Town's real estate adjacent to Area 2. For purposes of this section, a reasonable time presumptively does not exceed 30 days plus such additional time, if any, as reasonably required due to adverse weather conditions or other cause outside District's control. District will be responsible for maintenance and repair thereof as provided in section 2(a) above, except that Town shall reimburse District, upon demand, for costs of maintenance and repair to the extent, if any, necessitated by misuse or abuse including weight overloading by persons using Areas 1 and 2 for ingress to or egress from Town's adjacent real estate. Neither party may by action or inaction substantially impede or impair use of Area 1 or 2 by the other party for the purposes contemplated by this section.

5. **Area 3 Exclusivity.** The Easement with respect to Area 3 is exclusive. Town shall not, without District's prior written consent, either: (1) enter upon, use, operate, maintain, repair, modify, or improve Area 3, or any part thereof, or any improvement or property within Area 3, or cause or permit any other person to do so; or (2) grant or convey to any other person any easement, right of way, or similar right, for any purpose, to, on, across, over, or under Area 3 or any part thereof. Notwithstanding the foregoing to the contrary, Town's authorized agents, employees, and representatives may enter upon Area 3 with oral consent of an authorized officer or employee of District. As part of the Project or at any other one or more times, District may install a locked gated perimeter fence, wall, or similar barrier, complying with the Town's Code provisions generally applicable to such matters. District at its own expense may trim, cut back, remove, eradicate, and dispose of any part of any tree, shrub, or similar growth that now or in the future grows on or onto or overhangs (from drip line) Area 3, including underground roots, without liability to the Town or any other person if such activities cause harm, including death, to the tree, shrub, or similar growth.

6. **Remuneration.** Immediately upon substantial completion of the Meter Station and before it commences regular operation, subject to receipt of invoice and reasonable verification of costs, District shall reimburse Town for reasonable costs incurred and to be incurred by Town to modify Town's proposed municipal drainage system improvements on Town's real estate adjacent to the Easement Areas to accommodate the Meter Station. The current estimate totals \$54,680 including \$42,680 for construction materials and labor and \$12,000 for engineering services, but a reduction in estimated construction costs is expected because an item is based upon use of pervious concrete which it is agreed will be changed to regular concrete.

7. **Warranties.** Town warrants to District that: (1) Town holds the Easement Areas by title in fee simple, free and clear of adverse claims, liens, and encumbrances, subject, however, to the public road right-of-way of Taft Street with respect to Area 1; (2) Town has good and lawful right and authority

to convey title to the Easement Areas hereby; and (3) Town at its expense will defend District's rights, title, and interest pursuant to this instrument against the lawful claims of all persons whomsoever.

8. **Jurisdiction.** This agreement is not intended to constitute an agreement for the transfer by either party or joint exercise by both parties of governmental power or authority such as provided for in Indiana Code sections 36-1-7-1 et seq. Nothing herein is intended nor shall be construed to limit or restrict exercise by either party, or to cede by either party to the other, any part of the party's political subdivision jurisdiction, powers, authority, and discretion provided by law.

9. **Notice.** (a) For a notice or other communication hereunder or with respect hereto to be valid, it must be (1) in writing, (2) signed by the sending party, (3) delivered by personal delivery, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier, with all fees prepaid, and (4) addressed to the receiving party at the following address, or to any other address previously designated by the receiving party in a notice given in accordance with this section:

If to Town:

Town of Merrillville, Indiana
Attention: President, Town Council
7820 Broadway
Merrillville, IN 46410

If to District:

Independence Hill Conservancy District
Attention: Chairman, Board of Directors
7507 Taft Street, Suite 3
Merrillville, IN 46410

(b) A valid notice or other communication will be effective when received by the receiving party and will be deemed to have been received: (1) if delivered in person or sent by registered or certified mail or by nationally recognized overnight courier, upon receipt as indicated on the signed receipt; or (2) if the receiving party rejects or otherwise refuses to accept it or it cannot be delivered because of a change of address for which no valid notice was given, upon that rejection, refusal, or inability. However, if a notice or other communication is received on a day that is not a business day or after 4:00 p.m. on a business day, it will be deemed received on the next business day.

10. **Correction of Legal Description.** At the time of drafting this agreement, the parties have reason to believe that the legal description of the Easement Areas set forth in Exhibit "A" contains one or more errors, and the parties are in process of identifying and correcting errors. Any such errors will not void or invalidate this agreement. Instead, upon demand by either party at any one or more times both before and after signing and recording this agreement, both parties will sign in recordable form, deliver, and cause to be recorded in the office of the Recorder of Lake County, Indiana, such amendment hereto, restatement hereof, or other writing as reasonably requested by either party and required to correct any such errors. To the fullest extent permitted by law, any such amendment, restatement, or other writing will be effective retroactively to the original effective date of this agreement.

11. **Modification; Waiver.** This writing constitutes the entire agreement of the parties relating to its subject matter and supersedes all other oral or written agreements or understandings relating thereto. No amendment hereof will be effective unless in writing and signed by the parties. No waiver of satisfaction of a condition or nonperformance of an obligation hereunder will be effective unless in writing and signed by the party granting it, and no such waiver will constitute waiver of satisfaction of any other condition or nonperformance of any other obligation. To be valid, any document signed by a party in accordance with this section must be signed by an officer of the party duly authorized to do so by the party's governing body.

12. **Interpretation.** The headings to sections and any other parts of this writing are included only for convenience of reference, are not a part of the agreement of the parties, and are to be disregarded in ascertaining the meaning or intent of the provisions of this writing.

13. **Severability.** If any one or more provisions of this writing are determined to be unenforceable to any extent, for any reason, all other provisions hereof, and application of that one or more provisions to any person or circumstance other than those as to which determined to be unenforceable, will not be affected thereby and will be enforceable to the fullest extent permitted by law.

14. **Taking Effect.** This writing including the Easement and agreements contained herein will become effective when both parties have signed it. The date signed by the last party to sign, as indicated by the date associated with that party's signature, will be deemed the date of this agreement.

15. **Runs With Land.** Upon this writing taking effect, both parties in cooperation with each other and being equally responsible to do so shall cause this writing to be recorded in the office of the Recorder of Lake County, Indiana. The Easement will then run with the land, and the terms and provisions of this writing and the agreements herein will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Each party is signing this writing on the date stated opposite that party's signature. Each individual signing on behalf of a party represents that this writing has been duly approved and that signing duly authorized by the party's governing body.

Document is NOT OFFICIAL!
TOWN OF MERRILLVILLE, INDIANA
This Document is the Property of the Lake County Recorder!

Date: 8/14/12 By: *Shawna Pettit*
Name: Shawn Pettit
Title: President, Town Council

Attest: *Eugene M. Guernsey*
Name: EUGENE M. GUERNSEY
Title: Clerk-Treasurer

INDEPENDENCE HILL CONSERVANCY DISTRICT

Date: August 7, 2012 By: *Sedrick Green*
Name: Sedrick Green
Title: Vice Chairman, Board of Directors

Attest: *Lynn Sattler*
Name: Lynn Sattler
Title: Secretary, Board of Directors

S.A.

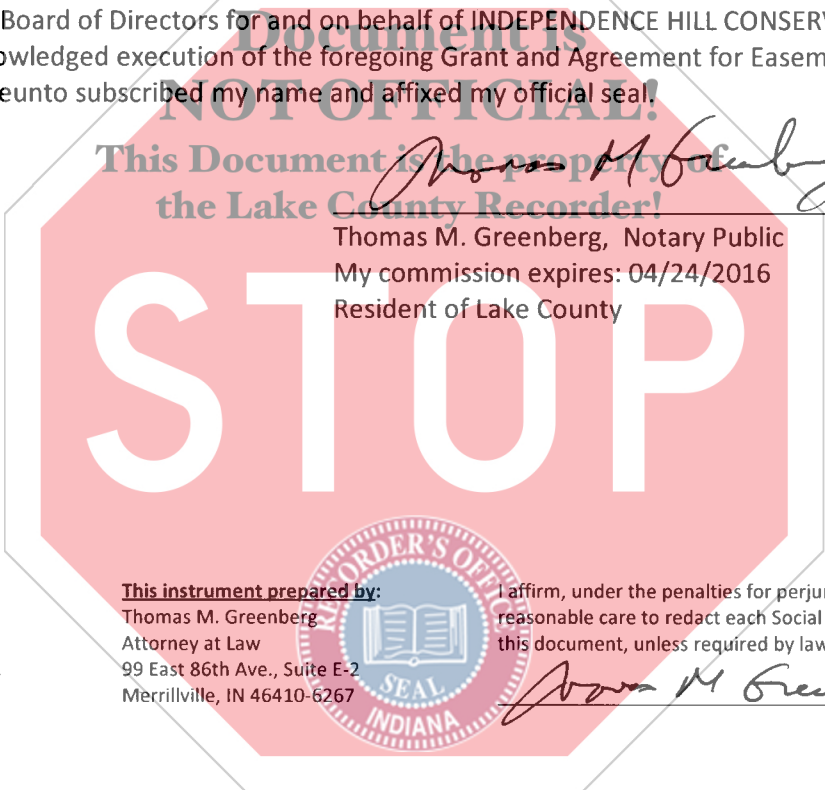
STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, the undersigned, a notary public in and for said county and state, on this day of August 15, 2012, personally appeared ~~SEAN~~ PETTIT and Eugene M. Querry President of the Town Council and Clerk-Treasurer, respectively, for and on behalf of TOWN OF MERRILLVILLE, INDIANA, and acknowledged execution of the foregoing Grant and Agreement for Easement. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Manjann C. Hest
Notary Public
My commission expires: 02-06-2018
Resident of Patoka County

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, the undersigned, a notary public in and for said county and state, on this day of August 7, 2012, personally appeared SEDRICK GREEN and LYNN SATTLER, Vice Chairman and Secretary, respectively, of the Board of Directors for and on behalf of INDEPENDENCE HILL CONSERVANCY DISTRICT, and acknowledged execution of the foregoing Grant and Agreement for Easement. In witness whereof, I have hereunto subscribed my name and affixed my official seal.



After recording, return to:
Thomas M. Greenberg
Attorney at Law
99 East 86th Ave., Suite E-2
Merrillville, IN 46410-6267

This instrument prepared by:
Thomas M. Greenberg
Attorney at Law
99 East 86th Ave., Suite E-2
Merrillville, IN 46410-6267

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Thomas M. Greenberg

S.G.

PARCEL 1:

A PARCEL OF LAND BEING PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER THAT IS 79 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER, THENCE EAST 40.00 FEET PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 80.00 FEET PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE WEST 40.00 FEET PARALLEL WITH SAID NORTH LINE TO SAID WEST LINE; THENCE NORTH 80.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, CONTAINING 3,200 SQUARE FEET OR 0.0734 ACRES MORE OR LESS. SUBJECT TO ROAD RIGHT OF WAY IN TAFT STREET (IN STATE ROAD 55).

PARCEL 2:

A PARCEL OF LAND BEING PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE 40 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER AND A LINE 79 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, THENCE SOUTH 89 DEGREES 55 MINUTES 14 SECONDS EAST (BASIS OF BEARINGS IS ASSUMED), 45.00 FEET ALONG SAID 79 FOOT PARALLEL LINE; THENCE SOUTH 00 DEGREES 01 MINUTES 11 SECONDS EAST, 80.00 FEET PARALLEL WITH SAID WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 55 MINUTES 14 SECONDS WEST, 45.00 FEET PARALLEL WITH SAID NORTH LINE OF SAID NORTHEAST QUARTER TO SAID 40 FOOT PARALLEL LINE; THENCE NORTH 00 DEGREES 01 MINUTES 11 SECONDS WEST, 80.00 FEET ALONG SAID 40 FOOT PARALLEL LINE TO THE POINT OF BEGINNING, CONTAINING 3,600 SQUARE FEET OR 0.0826 ACRES MORE OR LESS.

PARCEL 3:

A PARCEL OF LAND BEING PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE 85 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER AND A LINE 79 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, THENCE SOUTH 89 DEGREES 55 MINUTES 14 SECONDS EAST (BASIS OF BEARINGS IS ASSUMED), 50.00 FEET ALONG SAID 79 FOOT PARALLEL LINE; THENCE SOUTH 00 DEGREES 01 MINUTES 11 SECONDS EAST, 80.00 FEET PARALLEL WITH SAID WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 55 MINUTES 14 SECONDS WEST, 50.00 FEET PARALLEL WITH SAID NORTH LINE OF SAID NORTHEAST QUARTER TO SAID 85 FOOT PARALLEL LINE; THENCE NORTH 00 DEGREES 01 MINUTES 11 SECONDS WEST, 80.00 FEET ALONG SAID 85 FOOT PARALLEL LINE TO THE POINT OF BEGINNING, CONTAINING 4,000 SQUARE FEET OR 0.0918 ACRES MORE OR LESS.

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

EXHIBIT A

SG.

SEP-000-600-102-L1-21-57

211011001 PROJECT: 2011 TAFT SANITARY INTERCEPTOR SEWER PROJECT FOR INDEPENDENCE HILL CONSERVANCY DISTRICT

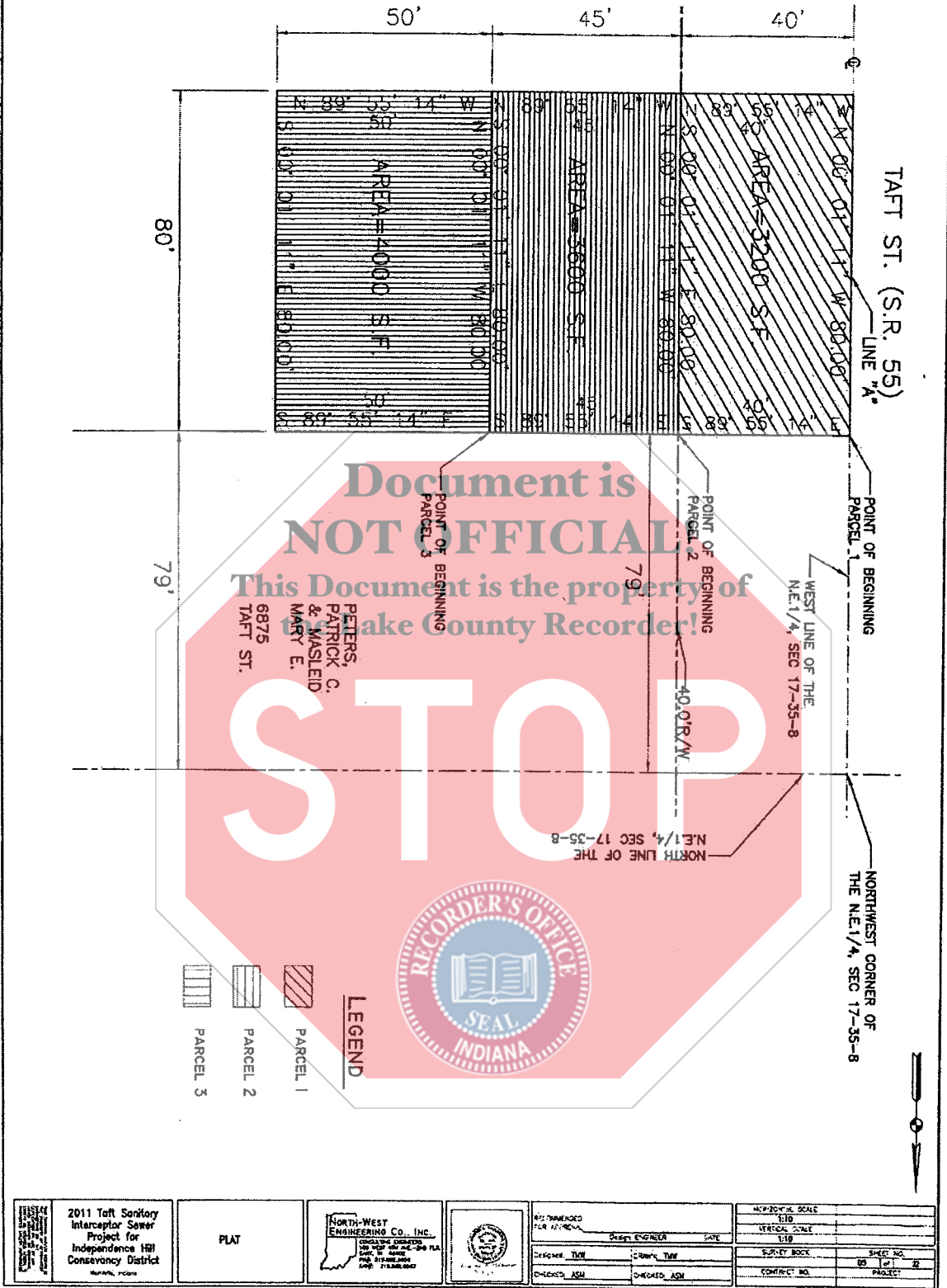


EXHIBIT A

S.G.