

5

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 039884

2013 MAY 31 AM 9:12

RECORDER

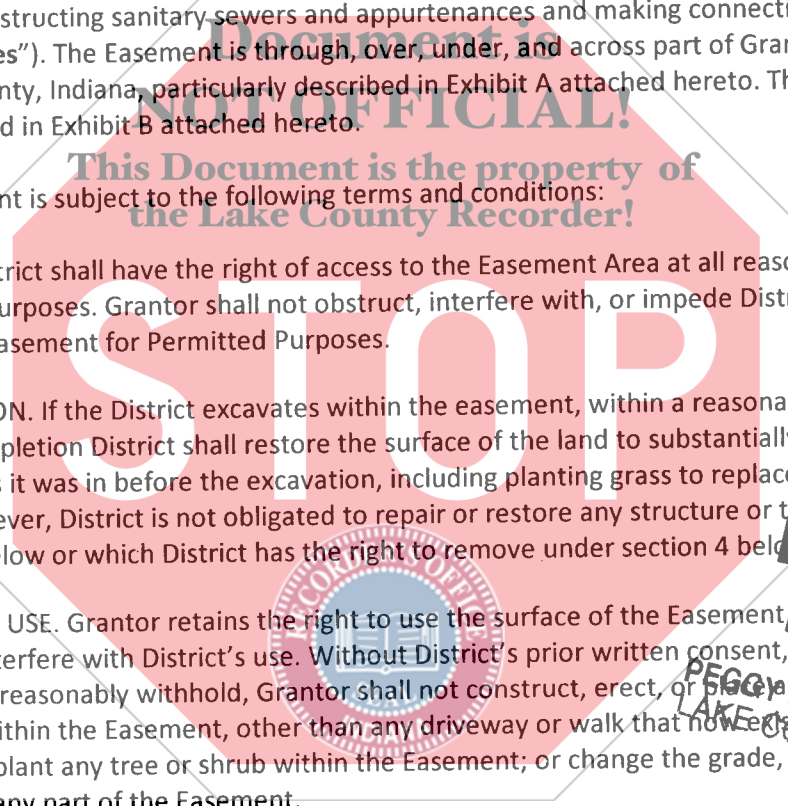
SANITARY SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That HOWARD SCHMID and VERONICA ANNE SCHMID, husband and wife (both individually and collectively, "Grantor"), in consideration of the sum of \$2,600.00, the receipt and sufficiency of which are hereby acknowledged, HEREBY GRANT AND CONVEY to INDEPENDENCE HILL CONSERVANCY DISTRICT, a political subdivision of the State of Indiana ("District"), a perpetual right-of-way and easement (the "Easement") for the purpose of constructing, inspecting, testing, repairing, altering, enlarging, and reconstructing sanitary sewers and appurtenances and making connections thereto ("Permitted Purposes"). The Easement is through, over, under, and across part of Grantor's real estate situated in Lake County, Indiana, particularly described in Exhibit A attached hereto. The Easement is particularly described in Exhibit B attached hereto.

The Easement is subject to the following terms and conditions:

1. ACCESS. District shall have the right of access to the Easement Area at all reasonable times for Permitted Purposes. Grantor shall not obstruct, interfere with, or impede District's access to or use of the Easement for Permitted Purposes.
2. RESTORATION. If the District excavates within the easement, within a reasonable time after project completion District shall restore the surface of the land to substantially the same condition as it was in before the excavation, including planting grass to replace lost ground cover. However, District is not obligated to repair or restore any structure or thing prohibited by section 3 below or which District has the right to remove under section 4 below.
3. GRANTOR'S USE. Grantor retains the right to use the surface of the Easement as long as that use does not interfere with District's use. Without District's prior written consent, which shall not unreasonably withhold, Grantor shall not construct, erect, or place any building or structure within the Easement, other than any driveway or walk that now exists and crosses the Easement; plant any tree or shrub within the Easement; or change the grade, elevation, or contour of any part of the Easement.
4. REMOVAL OF OBSTRUCTIONS. District may remove from the Easement anything at any time there in violation of any provision hereof, or that causes or that District reasonably believes threatens to cause injury to District sewers or appurtenances, including roots or trees and



FILED
MAY 29 2013
PEGGY HOLLINGA KATONA
LAKE COUNTY RECORDER

19
AD
FN

FIDELITY NATIONAL
TITLE COMPANY

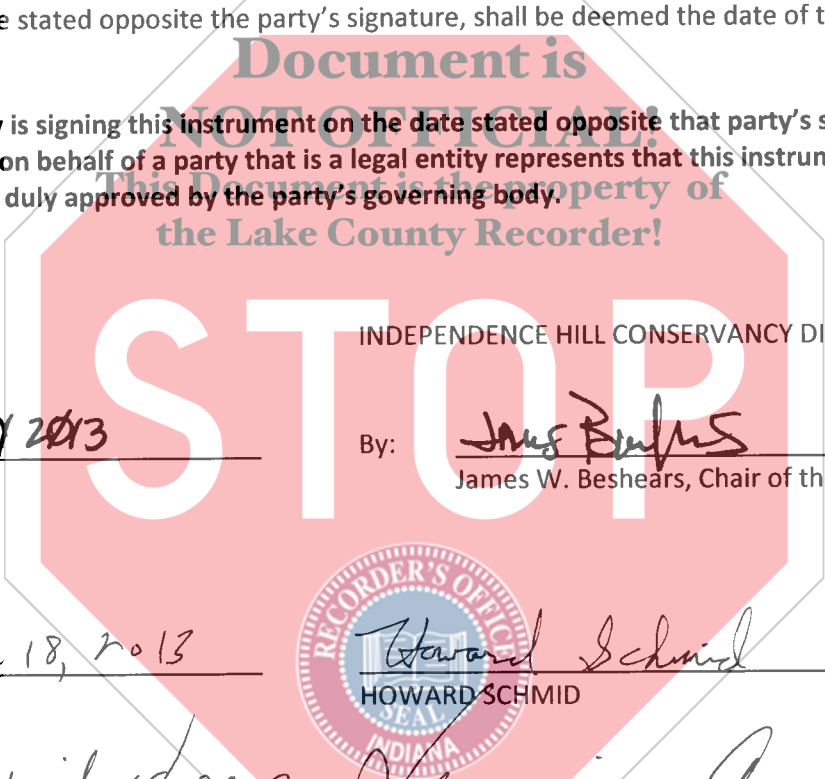
9202-4866

003110

shrubs that may grow onto the Easement, without institution of any legal proceeding. Before doing so, District shall give Grantor written notice of and a reasonable opportunity to remove the thing unless emergency or urgent circumstances necessitate immediate action.

5. **WARRANTY OF TITLE.** Grantor warrants that Grantor holds title to the Easement in fee simple subject to existing easements, mortgages, liens, and encumbrances of record, and that Grantor has good and lawful authority to convey the Easement hereby. Grantor shall not convey any other easement or right-of-way over, under, or across the Easement without prior written consent of District, which consent District shall not unreasonably withhold. Grantor shall defend the Easement for the benefit of District against the lawful claims of all persons.
6. **SUBORDINATION OF LIENS.** If title to any part of the Easement is or at any time becomes subject to any mortgage or other lien without prior written consent of District, Grantor upon request by District shall diligently use Grantor's continuing best efforts to cause the lienholder to agree in a recordable writing that its lien will be subject and subordinate to District's rights and interest.
7. **RUNS WITH THE LAND.** The Easement shall be deemed to run with the land and shall be binding on the successors, heirs, and assigns of both parties.
8. **TAKING EFFECT.** The Easement will not be binding until this instrument is duly approved and signed by both parties. The date this instrument is signed by the last party to sign, as indicated by the date stated opposite the party's signature, shall be deemed the date of the Easement.

Each party is signing this instrument on the date stated opposite that party's signature. Each individual signing on behalf of a party that is a legal entity represents that this instrument and that signing have been duly approved by the party's governing body.



INDEPENDENCE HILL CONSERVANCY DISTRICT
Date: 6 MAY 2013 By: James W. Beshears
James W. Beshears, Chair of the Board

Date: April 18, 2013 Howard Schmid
HOWARD SCHMID

Date: April 18, 2013 Veronica Anne Schmid
VERONICA ANNE SCHMID

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, a Notary Public in and for said County and State, on this day of April 18, 2013, personally appeared HOWARD SCHMID and VERONICA ANNE SCHMID, husband and wife, and acknowledged execution of the foregoing instrument.

By: Carolyn Dykhuizen
Carolyn S. Dykhuizen, Notary Public
My Commission Expires: 02/19/2010
Resident of Jasper County

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



EXHIBIT "A"

PARCEL I:

Part of the Southeast quarter of section 8, Township 35 North, Range 8 West of the 2nd P.M., described as commencing at a point 171 feet North of the Southwest corner of said quarter section, said point being the Northwest corner of a tract of land conveyed by George J. Franz and wife Lucy, to Mrs. Mary A. Tobin, by Warranty Deed dated August 1, 1921, and recorded August 18, 1921, in deed record 289, page 540, thence running East 115 feet; thence North 7.6 feet, thence West 115 feet to the West line of said quarter section, thence South 7.6 feet to the place of beginning, in Lake County, Indiana. And:

PARCEL II:

Part of the Southwest quarter of the Southeast quarter of section 8, Township 45 North, Range 8 West of the 2nd P.M., described as follows: Commencing at a point 71 feet North of the Southwest corner thereof and running thence East 180 feet, thence North 100 feet, thence West 180 feet, to the West line of the said Southeast quarter, thence South 100 feet to the place of beginning containing .41 of an acre, more or less, in Lake County, Indiana.

PARCEL III:

A part of the Southeast Quarter of Section 8, Township 35, North, Range 8 West of the 2nd P.M., Lake County, Indiana being more particularly described as follows: Commencing at the Southwest corner of said Southeast Quarter a distance of 171 feet to the Northwest corner of a tract of land conveyed by George J. Franz and wife, Lucy, to Mrs. Mary A. Tobin, by Warranty Deed dated August 1, 1921 and recorded August 18, 1921 in Deed Record 289, page 540; THENCE East along the South line of said tract a distance of 115 feet to the POINT OF BEGINNING; THENCE continuing East along said South line of distance of 65 feet THENCE North a distance of 7.6 feet; THENCE West a distance of 65 feet; THENCE South a distance of 7.6 feet to the point of beginning.

This deed is made and is recorded to correct a mistake in the legal description used in the Quit-Claim deed made June 17, 1999 and recorded July 2, 1999 as document no. 99055025. That deed in the second paragraph of Parcel 1, line 4, reads, "East 100 feet" when the correct description is "East 180 feet." Also, Veronica Anne Schmid and Veronica A. Schmid are one and the same person.

Property
Address:

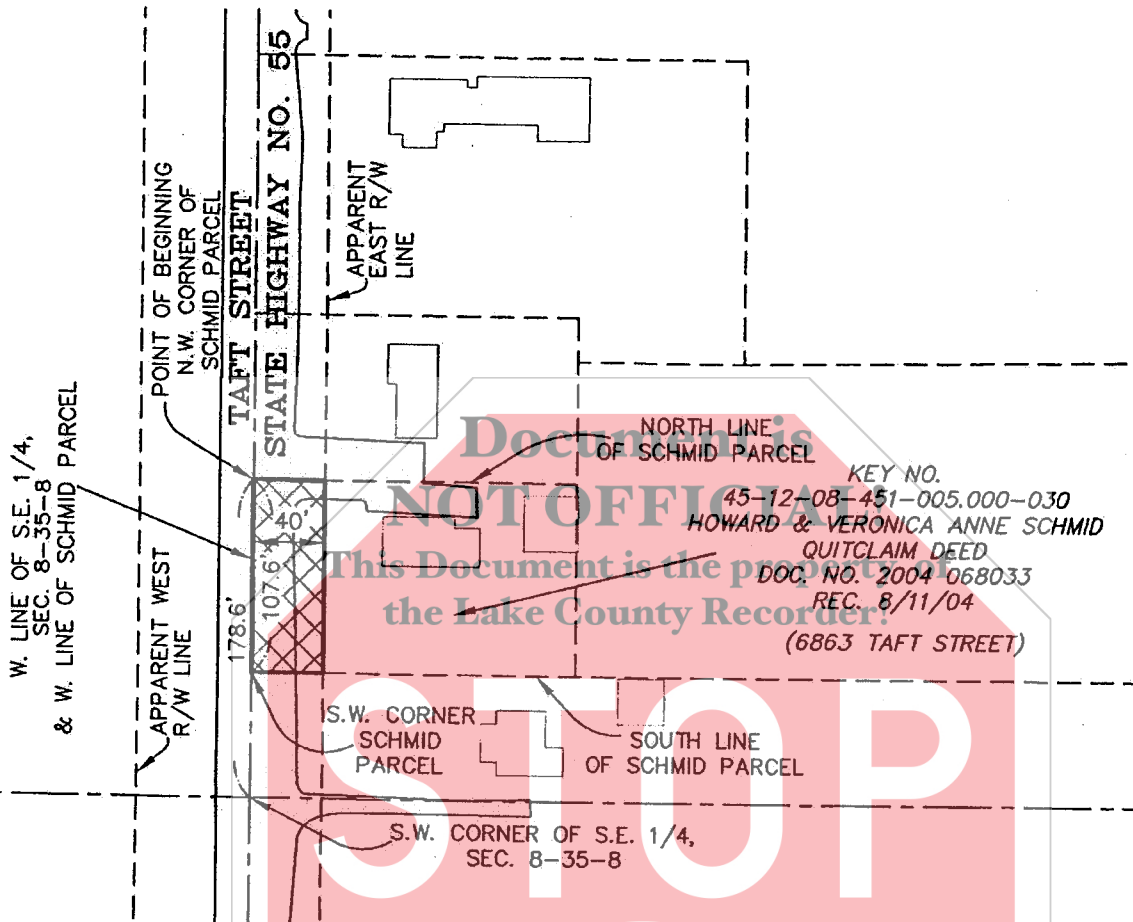
6863 Taft Street, Merrillville, IN 46410



PLAT OF DESCRIPTION

6863 TAFT PERMANENT EASEMENT

LEGAL DESCRIPTION: THE WEST 40 FEET OF A PARCEL OF LAND DESCRIBED TO HOWARD AND VERONICA ANNE SCHMID IN A QUITCLAIM DEED RECORDED AS DOCUMENT NUMBER 2004-068033 ON AUGUST 11, 2004 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, SAID WEST 40 FEET BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA THAT IS 178.6 FEET NORTH OF THE SOUTHWEST CORNER OF SAID QUARTER, SAID POINT BEING THE NORTHWEST CORNER OF SAID SCHMID PARCEL; THENCE EAST 40 FEET ALONG THE NORTH LINE OF SAID SCHMID PARCEL TO A LINE 40 FEET EAST OF AND PARALLEL WITH SAID WEST LINE; THENCE SOUTH 107.6 FEET MORE OR LESS ALONG SAID 40 FOOT PARALLEL LINE TO THE SOUTH LINE OF SAID SCHMID PARCEL; THENCE WEST ALONG SAID SOUTH LINE 40 FEET MORE OR LESS TO SAID WEST LINE AND THE SOUTHWEST CORNER OF SAID SCHMID PARCEL; THENCE NORTH 107.6 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, SAID 40 FOOT STRIP CONTAINING 0.10 ACRES MORE OR LESS.



Document Not Official
This Document is the property of
the Lake County Recorder

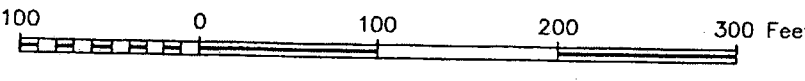
KEY NO.
45-12-08-451-005.000-030
HOWARD & VERONICA ANNE SCHMID
QUITCLAIM DEED
DOC. NO. 2004 068033
REC. 8/11/04
(6863 TAFT STREET)



PRELIMINARY
March 9, 2012

THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, OR A SURVEYOR LOCATION REPORT.

Reference Name: I.H.C.D.
Survey Job No: S12118
Scale: 1"=100'
Drawn By: G.B.
Date: 3/5/12
/12118/WORKING.DWG
Sec. 8-35-8



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

