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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2013 039885

2013 MAY 31 AM 9:13

MICHAEL J. BROWN  
RECORDER

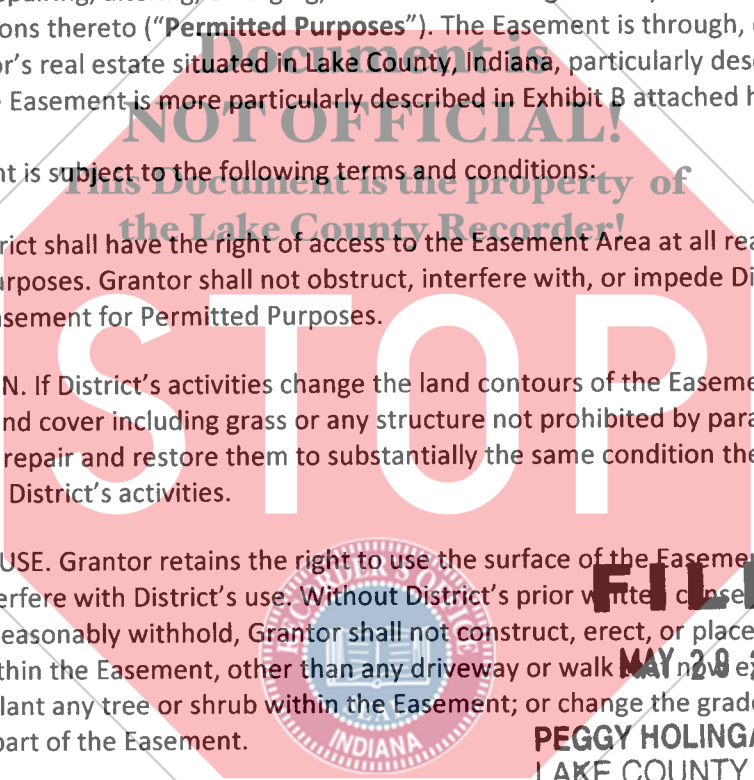
**SANITARY SEWER EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS:

That DOUBLE UP, LLC, an Indiana limited liability company ("**Grantor**"), in consideration of the sum of \$13,183.00, the receipt and sufficiency of which are hereby acknowledged, HEREBY GRANTS AND CONVEYS 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 more 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 District's activities change the land contours of the Easement or damage or destroy ground cover including grass or any structure not prohibited by paragraph 3 below, District shall repair and restore them to substantially the same condition they were in immediately before District's activities.
3. **GRANTOR'S USE.** Grantor retains the right to use the surface of the Easement so long as that use does not interfere with District's use. Without District's prior written consent, which District shall not unreasonably withhold, Grantor shall not construct, erect, or place any building or structure within the Easement, other than any driveway or walkway, 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 of trees and shrubs that may grow onto the Easement, without institution of any legal proceeding. Before



PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

FIDELITY NATIONAL  
TITLE COMPANY  
92012-486B

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AD  
FN

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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.



Date: 6 MAY 2013

INDEPENDENCE HILL CONSERVANCY DISTRICT  
By: *James W. Beshears*  
James W. Beshears  
Chairman of Board of Directors

Date: April 11, 2013

DOUBLE UP, LLC  
By: *Ronald F. McColly*  
Name: Ronald F. McColly  
Title: Member

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, a Notary Public in and for said County and State, on this day of April 11, 2013 2013, personally appeared Ronald F. McOrly, Member for and on behalf of DOUBLE UP, LLC, and acknowledged execution of the foregoing instrument.

By: Nancy L. Pachin  
Name: Nancy L. Pachin  
My Commission Expires: 3-7-2015  
Resident of Lake 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 of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Thomas Greenberg



**EXHIBIT "A"**

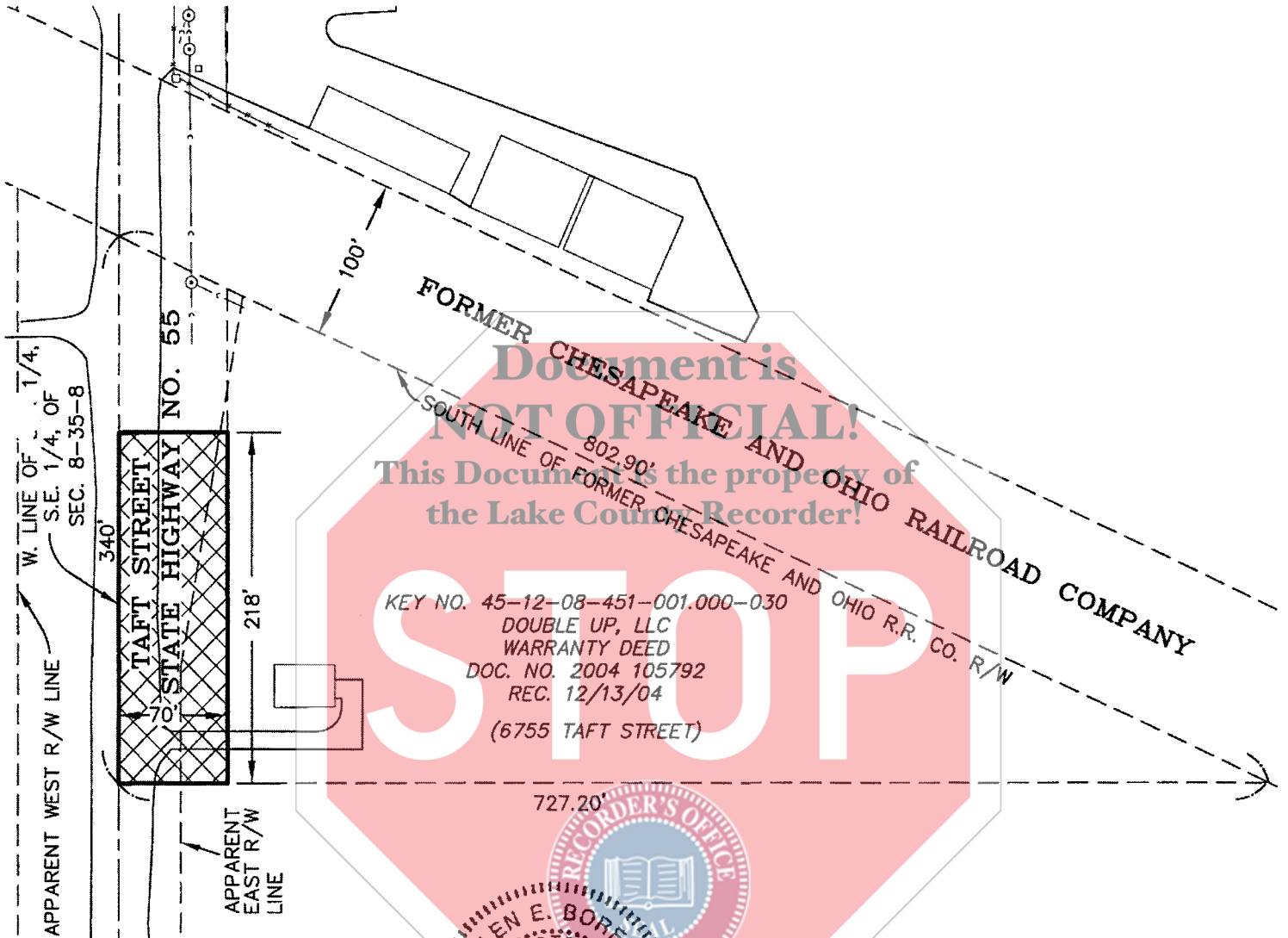
A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF THE CHESAPEAKE AND OHIO RAILROAD COMPANY WITH THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8; THENCE SOUTH ON SAID 1/4-1/4 SECTION LINE, A DISTANCE OF 340.00 FEET; THENCE EAST AT AN ANGLE OF 90 DEGREES A DISTANCE OF 727.20 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID RAILROAD; THENCE NORTHWESTERLY ON SAID RIGHT-OF-WAY LINE 802.90 FEET TO THE PLACE OF BEGINNING.

Property Address: 6755 Taft Street, Merrillville, IN 46410



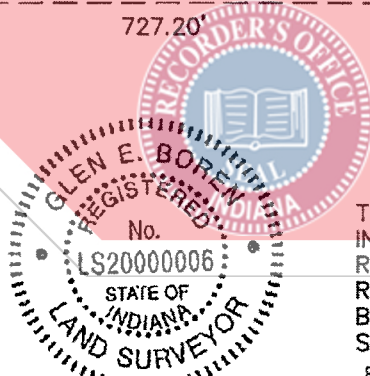
# PLAT OF DESCRIPTION 6755 TAFT PERMANENT EASEMENT

**LEGAL DESCRIPTION:** THE WEST 70 FEET OF THE SOUTH 218 FEET OF THE FOLLOWING DESCRIBED PARCEL: PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF THE FORMER CHESAPEAKE AND OHIO RAILROAD COMPANY WITH THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE SOUTH 340.00 FEET ALONG SAID WEST LINE; THENCE EAST PERPENDICULAR TO SAID WEST LINE, 727.20 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF SAID RAILROAD; THENCE NORTHWESTERLY ON SAID SOUTH RIGHT-OF-WAY LINE 802.90 FEET TO THE PLACE OF BEGINNING, SAID WEST 70 FEET OF THE SOUTH 218 FEET CONTAINING 0.35 ACRES MORE OR LESS.



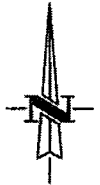
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KEY NO. 45-12-08-451-001.000-030  
DOUBLE UP, LLC  
WARRANTY DEED  
DOC. NO. 2004 105792  
REC. 12/13/04  
(6755 TAFT STREET)

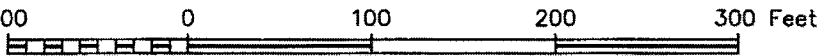


*Glen E. Boren*

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



Reference Name: NORTH-WEST ENG. (I.H.C.D.)  
Survey Job No: S13504  
Scale: 1"=100'  
Drawn By: G.B.  
Date: 1/8/13  
/13504/POD 6755 TAFT.DWG  
Sec. 8-35-8



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