

Marcia Carlson  
P.O. Box 157  
Lowell In

006765

EASEMENT WITH OPTION TO PURCHASE

THIS AGREEMENT entered into on the 10th day of October, 1988, by and between Charles Sandor and Lorraine Sandor, husband and wife of Lake County, Indiana, hereinafter referred to as "OWNERS" and the Town of Lowell, Lake County, Indiana, hereinafter referred to as the "TOWN";

WITNESSETH:

WHEREAS; the OWNERS are the legal title holders to a parcel of real estate located within the corporate limits of the Town of Lowell, Lake County, Indiana, and more particularly described on Exhibit "A" attached hereto and incorporated by reference herein; and

WHEREAS; the TOWN has undertaken a water supply analysis and has retained the services of McDonough & Associates, Inc. to investigate the feasibility of increasing the TOWN'S water supply; and

WHEREAS; the TOWN is desirous of acquiring an easement over a portion of the OWNERS' property to install certain test wells; and

WHEREAS; the OWNERS are desirous of granting such easement; and

WHEREAS; the parties are desirous of setting forth the terms and conditions of such an agreement;

NOW, THEREFORE, in light of the foregoing preamble which is hereby incorporated as a part of this Agreement, the same as if hereinafter restated, and the terms and conditions set forth hereinafter and other good and valuable consideration the receipt of which is hereby mutually acknowledged, the parties covenant and agree as follows:

1. Grant of Easement. The OWNERS do hereby grant and convey to the TOWN an easement for the full and free right and authority to construct and/or install test water wells on the following described real estate:

The South 700 feet of the West 900 feet of Parcel I and all of Parcel II as set forth on Exhibit "A". In addition, a twenty (20) foot strip of land running predominantly east and west across OWNERS' adjoining land providing access to Morse Street which strip shall be ten (10) feet on

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*Anna N. Anton*  
AUDITOR LAKE COUNTY

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RECORDER, LAKE COUNTY  
CROWN POINT, INDIANA 46307

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RECORDER, LAKE COUNTY  
CROWN POINT, INDIANA 46307

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either side of a line commencing at the southern most point, 900 feet east of the west line of Parcel I; thence north 750 feet and then east to Morse Street.

In addition, the OWNERS do hereby grant unto the TOWN the right of ingress and egress to and from the described easement over the OWNERS' adjoining property during the term of this easement.

2. Term. The grant of easement set forth herein shall be a temporary easement for a period of six (6) months which term shall commence on the 15th day of OCTOBER, 1988, and shall run up to and including the 15th day of APRIL, 1989.

3. Grant of Option to Purchase and Term of Option. In consideration of the payment by the TOWN to the OWNERS of the sum of One Hundred Dollars (\$100.00), receipt of which is hereby acknowledged, the OWNERS do hereby grant unto the TOWN for a term of six (6) months, commencing on the 15th day of OCTOBER, 1988, and ending at midnight on the 15th day of APRIL, 1989, the right to purchase the fee simple interest in the property described for the purchase price of Three Thousand Dollars (\$3,000.00) per acre. If the TOWN exercises this option, the sum paid by the TOWN under this Agreement shall be credited against the purchase price at closing.

4. Exercise of Option. The TOWN may exercise the option to purchase at any time during the option term by serving notice of its intent in writing on the OWNERS at the addresses set forth in this Agreement by certified mail, return receipt requested. The TOWN shall close on the acquisition of the property within ninety (90) days of the date of the exercise of the option.

5. Failure to Exercise Option. If the TOWN does not exercise this option, the sum of One Hundred Dollars (\$100.00) paid by the TOWN shall be retained by the OWNERS, free of all claims of the TOWN and neither party shall have any further rights or claims against the other. If the TOWN does not exercise the option, the TOWN shall at the expiration of the easement and/or at the expiration of the option term, whichever is latter, shall remove any and all pumps and/or other equipment from the property and shall to the greatest extent

possible leave the property in the same condition as it was it at the time of the execution of this agreement.

6. Warranty of Title. The OWNERS hereby warrant that they are the fee simple OWNERS of the property described on Exhibit "A" and that they have the right, title and interest to grant this Easement and Option to Purchase and that in the event of the TOWN'S exercise of this option, the OWNERS shall deliver to the TOWN good and marketable title, free and clear of any and all liens and encumbrances.

7. Use. It is anticipated during the term of this temporary easement that the TOWN shall drill water test wells and that such wells may be several shallow test wells or at the TOWN'S option may be deep rock wells. The purpose of these test wells is to locate an available water supply for the TOWN. The OWNERS acknowledge that the property located within a two hundred feet (200') radius of a test well may not be developed or utilized in any manner, that no buildings may be constructed in the area, no sanitary facilities installed, and any and all use or development of the property during the term of this temporary easement shall be prohibited. In the event that the property is utilized for agricultural purposes, the TOWN is hereby granted the exclusive legal right to control any and all chemicals which may be added to the soil and shall specifically have the right to prohibit any and all chemicals.

8. Title Insurance. In the event the TOWN exercises the option to purchase set forth herein, the OWNERS shall provide the TOWN with an owner's title insurance policy in the full amount of the purchase price.

9. Insurance and Indemnification. The TOWN does hereby agree to carry liability insurance with respect to its use of the property during the term of this temporary easement and does hereby specifically covenant and agree to indemnify the OWNERS against any and all claims, injury, or damages the OWNERS may incur as a result of the TOWN'S exercise of its rights under this Agreement.

10. Notices. In order to comply with any and all notice requirements under this Agreement, the parties shall be notified at the addresses set forth below:

OWNERS: Charles Sandor  
Lorraine Sandor

TOWN William Marshall  
President, Town of Lowell  
P.O. Box 157  
Lowell, IN 46356

Copies to:  
Barbara A. Young  
HOEPPNER, WAGNER & EVANS  
1000 E. 80th Place, Suite 631 South  
Merrillville, IN 46410

11. Attorney's Fees. In the event that it is necessary either party under this Agreement to initiate any action for the purpose of interpreting or enforcing this Agreement, the prevailing party shall be entitled to recover in addition to any and all other rights and remedies available at law or in equity, all of their costs, including reasonable attorney fees.

12. Controlling Law. For purposes of interpretation and enforcement of this Agreement, the law of the State of Indiana shall control.

13. Binding Effect. This Agreement shall be binding upon and the benefits shall inure to the parties, their respective heirs, assigns, or successors in interest.

14. Recording. This document shall be recorded in the office of the Recorder of Lake County, Indiana.

IN WITNESS WHEREOF, this Agreement entered into the date set forth above.

OWNERS:

  
\_\_\_\_\_  
Charles Sandor

  
\_\_\_\_\_  
Lorraine Sandor

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

Before me the undersigned, a Notary Public for the State of Indiana, personally appeared Charles Sandor and Lorraine Sandor, and acknowledged the execution of the foregoing instrument this 10th day of October, 1988.

My Commission Expires:  
March 28, 1989

Dorothy Eve Gwyn  
Dorothy Eve Gwyn, Notary Public  
County of Residence: Lake

TOWN:

BOARD OF TRUSTEES:

William Marshall  
William Marshall, President

Kevin Hitzeman  
Kevin Hitzeman

W. Dick Childress  
W. Dick Childress

Keith E. Allen  
Keith Allen

Glen Hutton  
Glen Hutton

ATTEST TO:

Marcia Carlson  
Marcia Carlson  
Clerk-Treasurer

STATE OF INDIANA     )  
                          ) SS:  
COUNTY OF LAKE     )

Subscribed and sworn to before me this 10<sup>th</sup> day of October,  
1988.

My Commission Expires:  
7-14-90

*Thomas Carlson*  
Notary Public  
County of Residence: Lake

This Instrument Prepared By:  
Barbara A. Young  
HOEPPNER, WAGNER and EVANS  
103 E. Lincolnway, P.O. Box 2357  
Valparaiso, Indiana 46384  
Telephone: (219) 464-4961

EXHIBIT "A"

PARCEL I:

The East Half of the Southwest Quarter of Section 11, Township 33 North, Range 9 West of the 2nd Principal Meridian, except that part described as commencing at the Northeast corner; thence South along the East line 876 feet; thence West 994.5 feet; thence North 876 feet; thence East 994.5 feet to the place of beginning, in Lake County, Indiana, and excepting that part of the East Half of the Southwest Quarter of Section 11, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, more particularly described as commencing at a point, said point being on the East line and 1080 feet South of the Northeast corner of said tract; thence South along the East line thereof 217.8 feet; thence West parallel with the North line of said tract 200 feet; thence North parallel with the East line of said tract 217.8 feet; thence East parallel with the North line of said tract 200 feet to the place of beginning.

PARCEL II:

Part of the S 1/2 of the SW 1/4 of the SW 1/4 of Section 11, Township 33 North, Range 9 West of the Second Principal Meridian, which part lies east of the Monon Railroad right-of-way, containing 1.45 acres, more or less, subject to all legal highways and easements.