

92023168

EASEMENT AGREEMENT

This EASEMENT AGREEMENT is made and entered into this 30 day of March, 1992, by and between GREGORY G. GRIMMER, SR. and AGNES L. GRIMMER, husband and wife, (hereinafter sometimes referred to as "Grantor"), and the TOWN OF HIGHLAND, Lake County, Indiana, by and through its Town Council, (hereinafter sometimes referred to as "Grantee").

WITNESSETH THAT:

WHEREAS, Grantor owns and has title to certain real estate located in Lake County, Indiana, which is legally described as follows:

See Attached Exhibit "A"

WHEREAS, Grantor wishes to grant to Grantee by and through its Town Council, a utility easement for sanitary sewers, storm sewers, water service and water mains

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, it is mutually agreed by and between the parties hereto as follows:

1. Easement. Grantor does hereby grant, assign, convey and set over to the Grantee an easement for sanitary sewers, storm sewers, water service and water mains, in, under, over and across the following legally described real estate:

A parcel of real estate located in the South 1/2 of the Southwest 1/4 of Section 33, Township 36 North, Range 9 West of the Principal Meridian in Lake County, Indiana, more particularly described as follows:



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
APR 15 2 25 PM '92
ROBERT W. SECOR
RECORDER
HIGHLAND

FILED

APR 15 1992

Anna N. Anton
AUDITOR LAKE COUNTY

00960

Commencing at the Southeast corner of the Southwest 1/4 of said Section 33;

Thence: N 89° 11' 02" W along the South line of said Southwest 1/4 a distance of 131.94 feet;

Thence: N 0° 48' 58" E a distance of 35.00 feet to the point of beginning;

Thence: N 89° 11' 02" W parallel to said South line a distance of 518.06 feet;

Thence: S 0° 48' 56" W a distance of 5.00 feet;

Thence: N 89° 11' 02" W parallel to said South line a distance of 631.56 feet to the East right-of-way line of the Conrail Railroad (formerly the Chicago, Indiana and Southern Railroad);

Thence: N 0° 00' E along the East line of said Conrail Railroad a distance of 10.00 feet;

Thence: S 89° 11' 02" E parallel to the South line of said Southwest 1/4 a distance of 1,152.82 feet to the westerly right-of-way line of Kennedy Avenue;

Thence: S 32° 17' 06" W along said Westerly line a distance of 5.85 feet to the point of beginning;

Containing 0.205 acres more or less.

part of Key # 27-30-11

2. **Uses.** Grantee is granted a perpetual easement for the installation, construction and utilization of sanitary sewers, storm sewers, water service and water mains. Grantee shall also have a continuing easement in, under, cover, above and across said easement parcel to inspect,

maintain and/or repair any such sanitary sewers, storm sewers, water service or water mains installed in said easement.

3. **Non-Exclusive Easement.** This easement granted to the grantee herein is not exclusive; Grantor reserves the right to use the easement for its purposes and/or to grant additional easements over the same property to other public utilities or private parties, provided said purposes and grants do not interfere with the rights herein granted to the grantee.
4. **Term.** Grantee shall buy, and hold said easement for utility purposes in perpetuity so long as said easement is used for the purposes set forth herein.
5. **Repair and Maintenance.** Grantee shall be solely responsible for all maintenance, repair and replacement of the sanitary sewers, storm sewers, water lines or water mains located in, on, under, over, across, and through the easement area.
6. **Indemnification.** Grantee agrees to indemnify and save the Grantor harmless from and against any and all damages, losses, claims, demands, or costs proximately caused by the default, culpability, or negligence of said Grantee in the use, maintenance, operation, repair, renewal, or removal of such sanitary sewers, storm sewers, and water service.

7. **Covenant Running with The Land.** The easement hereby granted, the restrictions herein imposed, and the agreements herein contained shall be an easement, restrictions and covenants running with the land and shall inure to the benefit, and be binding upon, the parties hereto and their respective heirs, successors, assigns, and transferees, including but not in limitation, to all subsequent owners of said real estate and all persons claiming under them.

IN WITNESS WHEREOF, the parties have duly executed this Easement Agreement the day and year appearing beneath the signatures of the respective parties:

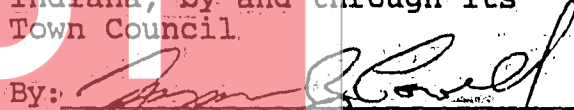
GRANTOR:


GREGORY G. GRIMMER, SR.


AGNES L. GRIMMER

GRANTEE:

TOWN OF HIGHLAND, Lake County, Indiana, by and through its Town Council.

By: 
LYNN B. POWELL




GEORGE M. GEORGEFF


DOMINIC M. NOCE


LANCE E. RYSKAMP


DENNIS R. SIMALA

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of March, 1992, personally appeared Gregory G. Grimmer, Sr. and Agnes L. Grimmer, and acknowledged the execution of the annexed Easement Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on this 30th day of March, 1992.

Rhett L. Tauber
Rhett L. Tauber, Notary Public

My Commission Expires: October 15, 1994 County of Residence: Lake

**Document is
NOT OFFICIAL!**

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

STOP

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of March, 1992, personally appeared Lynn R. Powell, George M. Georgeff, Dominic M. Noce, Lance E. Ryskamp, and Dennis R. Simala duly constituted Town Council of the Town of Highland, and acknowledged the execution of the annexed Easement Agreement as such Trustees on behalf of said Town.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on this 30th day of March, 1992.

Rhett L. Tauber
Rhett L. Tauber, Notary Public

My Commission Expires: October 15, 1994 County of Residence: Lake

This instrument prepared by: Rhett L. Tauber, Esq.
Anderson, Tauber & Woodward, P.C.
8935 Broadway
Merrillville, Indiana 46410
Phone: (219)769-1892

PARCEL 1: A part of the east half of the southwest quarter of section 33, township 36 north, range 9 west of the 2nd p.m., in Lake County, Indiana, more particularly described as follows:

Commencing at the southeast corner of the east half of the south west quarter of said section 33; thence west along the south line of said section a distance of 903.33 feet to the point of beginning; thence continuing west along the south line of said section a distance of 377.80 feet, more or less, to the east right of way line of the Chicago, Indiana and Southern Railroad; thence north on said right of way line a distance of 1945.00 feet to the center line of an open ditch crossing said right of way line; thence southeasterly on the center line of said ditch to a point on the south line of said section, being the point of beginning.

PARCEL 2: A part of the east half of the southwest quarter of section 33, township 36 north, range 9 west of the 2nd p.m., in Lake County, Indiana, more particularly described as follows:

Commencing at the southeast corner of the east half of the south west quarter of said section 33; thence north along the east line of said quarter section a distance of 305.72 feet; thence west, parallel with the south line of said section a distance of 966.64 feet, more or less, to the center line of an open ditch; thence southeasterly on the center line of said ditch to a point on the south line of said section which is 903.33 feet west of the east line of said section; thence east along the south line of said section to the southeast corner of said southwest quarter, being the point of beginning.



Exhibit "A"