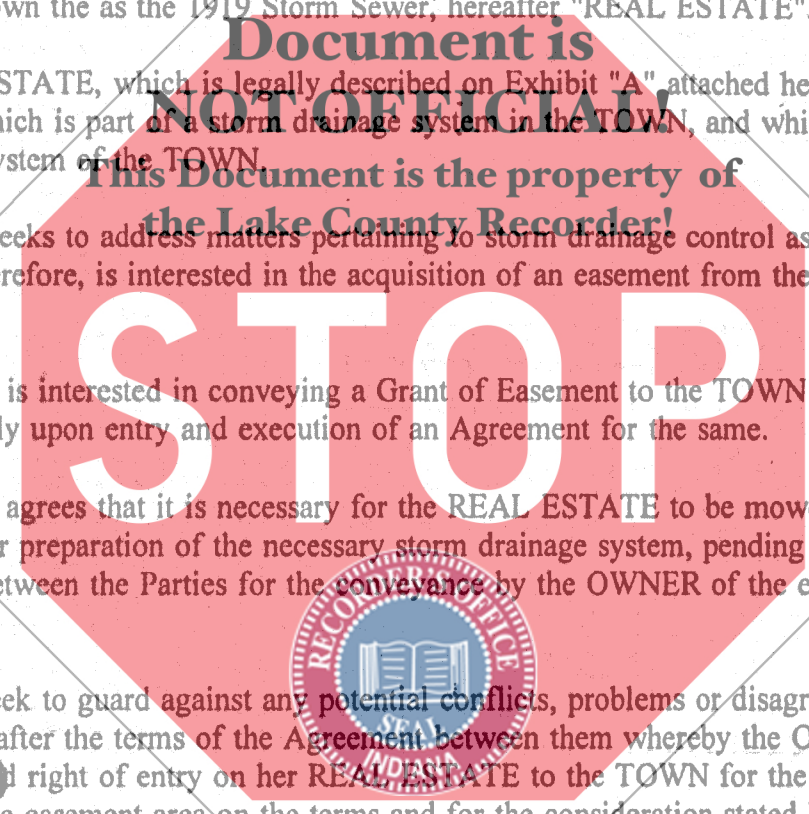


LICENSE AND RIGHT OF ENTRY  
AGREEMENT

AGREEMENT made this 27<sup>th</sup> day of July, 1995, by and between MADELEINE MARTIS LEE, hereafter "OWNER", and the TOWN OF ST. JOHN, LAKE COUNTY, INDIANA, acting by and through its Town Council, hereafter "TOWN".

RECITALS

1. The OWNER is the holder and owner in fee of a parcel of real property which is adjacent to and immediately outside the municipal corporate boundaries of the TOWN located at what is commonly known the as the 1919 Storm Sewer, hereafter "REAL ESTATE".
2. The REAL ESTATE, which is legally described on Exhibit "A" attached hereto, is a parcel of land which is part of a storm drainage system in the TOWN, and which affects the storm drainage system of the TOWN.
3. The TOWN seeks to address matters pertaining to storm drainage control as it affects its residents, and therefore, is interested in the acquisition of an easement from the OWNER for those purposes.
4. The OWNER is interested in conveying a Grant of Easement to the TOWN on her REAL ESTATE, but only upon entry and execution of an Agreement for the same.
5. The OWNER agrees that it is necessary for the REAL ESTATE to be mowed and cleared by the TOWN for preparation of the necessary storm drainage system, pending finalization of the Agreement between the Parties for the conveyance by the OWNER of the easement to the TOWN.
6. The Parties seek to guard against any potential conflicts, problems or disagreements by setting forth hereafter the terms of the Agreement between them whereby the OWNER shall grant a license and right of entry on her REAL ESTATE to the TOWN for the TOWN to clear and mow the easement area on the terms and for the consideration stated hereafter.



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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

COVENANTS

Now, THEREFORE, for and in consideration of the mutual promises contained herein, the performance of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. GRANT OF LICENSE and RIGHT OF ENTRY. The OWNER hereby grants the TOWN a license and right of entry to her REAL ESTATE to clear and mow the easement area, described in Exhibit "A" attached hereto, pending finalization of the Agreement between the Parties for the conveyance of a Storm Drainage Easement from the OWNER to the TOWN.

FILED  
SEP 8 1995  
SAM ORLICH  
AUDITOR LAKE COUNTY

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2. **PUBLIC ACTION.** It is expressly stated that this Agreement is entered into, by the TOWN after action at a Public Meeting of the Town Council of the TOWN on the 27<sup>th</sup> day of July, 1995, by a vote of 3 in favor and 0 against, and whereby the President of the Town Council and Town Clerk-Treasurer were directed to execute and attest the same, respectively, together with an Easement Agreement required to be conveyed and delivered herein.

3. This Agreement shall be binding upon the OWNER, OWNER'S Grantees, Heirs, Personal Representatives, Successors, and Assigns, and upon all other Parties claiming by, through or under OWNER, and the same shall inure to the benefit of the TOWN herein, its successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement this 27<sup>th</sup> day of July, 1995.

**Document is NOT OFFICIAL!**

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

OWNER

TOWN OF ST. JOHN, LAKE COUNTY  
INDIANA, by and through its  
Town Council

Madeline Martis Lee BY:  
MADELEINE MARTIS LEE

Kenneth D. Gembala  
KENNETH D. GEMBALA, President

Attest:

Judith L. Companik  
JUDITH L. COMPANIK,  
Clerk-Treasurer



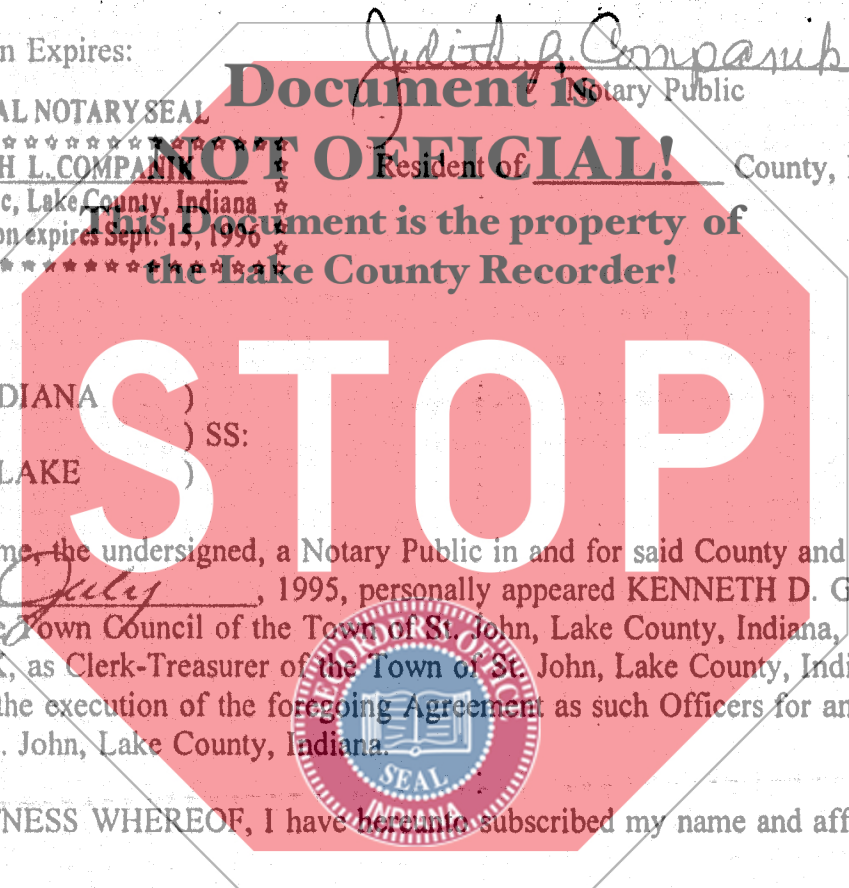
STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, on this 27<sup>th</sup> day of July, 1995, personally appeared MADELEINE MARTIS LEE, as OWNER, who acknowledged the execution of the foregoing Agreement as her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:

*Judith L. Companik*  
Notary Public  
OFFICIAL NOTARY SEAL  
\*\*\*\*\*  
\* JUDITH L. COMPANIK \*  
\* Notary Public, Lake County, Indiana \*  
\* My commission expires Sept. 15, 1996 \*  
\*\*\*\*\*



STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, on this 27 day of July, 1995, personally appeared KENNETH D. GEMBALA, as President of the Town Council of the Town of St. John, Lake County, Indiana, and JUDITH L. COMPANIK, as Clerk-Treasurer of the Town of St. John, Lake County, Indiana, who acknowledged the execution of the foregoing Agreement as such Officers for and on behalf of the Town of St. John, Lake County, Indiana.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:

*Eunice L. Michalski*  
Notary Public  
OFFICIAL NOTARY SEAL  
\*\*\*\*\*  
\* EUNICE L. MICHALSKI \*  
\* Notary Public, Lake County, Indiana \*  
\* My commission expires Sept. 6, 1997 \*  
\*\*\*\*\*

Resident of \_\_\_\_\_ County, IN

This instrument prepared by the Law Firm of Austgen and Goad, by David M. Austgen, Attorney At Law, 5201 Fountain Drive, Suite A, Crown Point, IN 46307.

**LEGAL FOR 1919 DITCH-STORM SEWER  
DRAINAGE EASEMENT  
BETWEEN  
93RD AVE. AND BULL RUN DITCH**

Being a 20 foot Permanent Drainage Easement lying 10 feet West and 10 feet East and an additional 5' Temporary Construction Easement adjacent and contiguous to each side of the Permanent Drainage Easement of the following described centerline in Sections 30 and 31, Township 35 North, Range 9 West of the Second principal Meridian and being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 30; thence South 88° 52' 35" East, along the North line of said Section 30, a distance of 2309.56 feet; thence North 07° 29' 56" West, a distance of 2991.39 feet to the POINT OF BEGINNING of said easement centerline (said point also being the centerline of 93rd Avenue); Thence South 07° 29' 56" East, a distance of 486.84 feet; thence South 00° 22' 46" East, a distance of 1019.47 feet to the POINT OF TERMINATION of said easement (said point also being the centerline of Bull Run Ditch); all in Lake County, Indiana.

KEY 11-23-44  
KEY 11-24-3

