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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

TOWN OF ST. JOHN  
10955 W. 93RD STREET  
ST. JOHN, INDIANA 46373

96034733

AGREEMENT MAY 23 PM 1:13

MARIAGRETTA VILLASENOR  
RECORDER

THIS AGREEMENT is entered into this 25 day of April, 1996, between the TOWN OF ST. JOHN, LAKE COUNTY, INDIANA, a municipal corporation (hereinafter referred to as "Town"), and MARIO VILLASENOR and LYDIA VILLASENOR, 9279 Franklin Street, St. John, Indiana (hereinafter referred to as "Homeowners").

D.A.

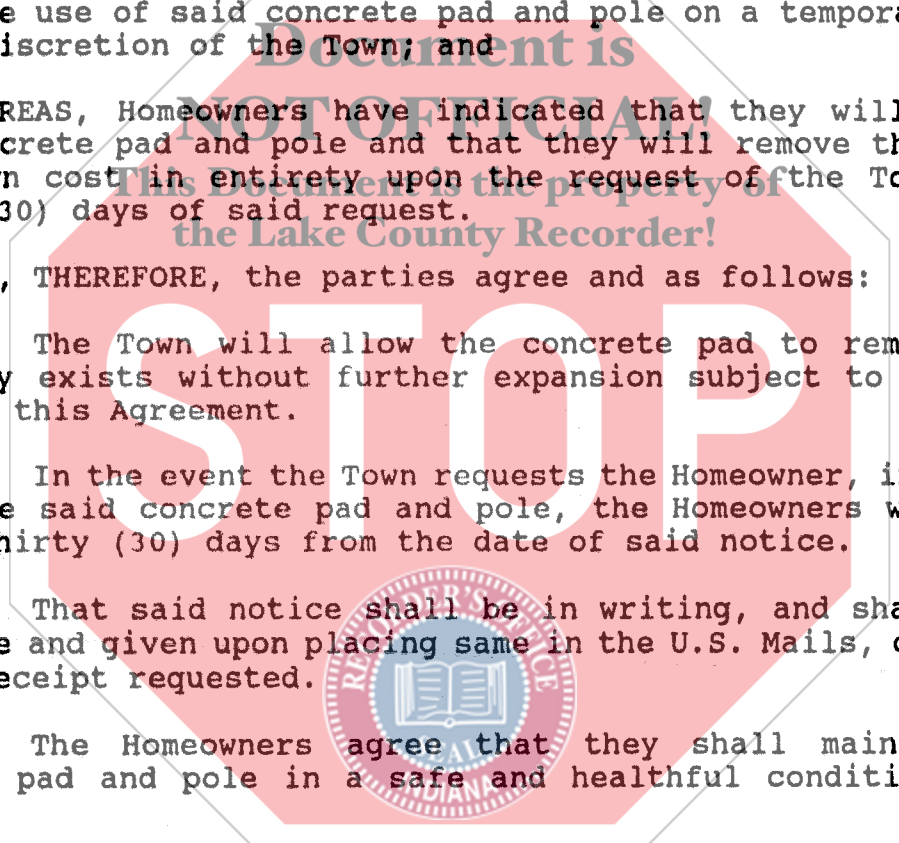
WHEREAS, Homeowners have erected a permanent concrete pad and basketball pole on a portion of a designated easement area of the Town, without first obtaining permission and/or a building permit, in violation of the St. John Town code; and

WHEREAS, Homeowners are requesting permission of the Town to allow the use of said concrete pad and pole on a temporary basis, at the discretion of the Town; and

WHEREAS, Homeowners have indicated that they will maintain said concrete pad and pole and that they will remove the same at their own cost in entirety upon the request of the Town within thirty (30) days of said request.

NOW, THEREFORE, the parties agree and as follows:

1. The Town will allow the concrete pad to remain as it presently exists without further expansion subject to the other terms of this Agreement.
2. In the event the Town requests the Homeowner, in writing, to remove said concrete pad and pole, the Homeowners will do so within thirty (30) days from the date of said notice.
3. That said notice shall be in writing, and shall be deemed effective and given upon placing same in the U.S. Mails, certified, return receipt requested.
4. The Homeowners agree that they shall maintain said concrete pad and pole in a safe and healthful condition at all times.
5. The Homeowners agree to waive any prescriptive easement and/or right of adverse possession by their use of said property.
6. The Homeowners agree to comply with all other requests and restrictions which may be imposed by the Town as a condition of Homeowners continuing to utilize said concrete pad and pole.
7. The Homeowners further agree to release and forever discharge the Town and all of its agents, employees, officers, and representatives from any and all actions, causes of action, claims, and demands for, upon, or by reason of any damage, loss, or injury which may be sustained or claimed by anyone in consequence of the Town's entering into this Agreement or by its claimed failure to



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take any action under this Agreement and its allowing the concrete pad to remain as it presently exists.

8. The Homeowners further agree to forever hold harmless and indemnify the Town from any and all claims and demands for damages or by reason of any damage, loss, or injury, which may be claimed by anyone by virtue of the Town's entering into this Agreement or by reason of any injuries suffered on or about or due to the said concrete pad and pole, including attorney's fees.

9. All parties to this Agreement agree that this Agreement shall be binding upon the heirs, executors, administrators, assigns, successors, and any other party succeeding to the interest of the Homeowners in the subject real estate; and the parties further agree that this Agreement shall constitute covenants which shall run with the land and shall bind any succeeding owner or title holder or tenant or any one else who may claim an interest in the title to the subject real estate.

ALL OF WHICH IS AGREED on the day and year first above written.

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

TOWN OF ST. JOHN

HOMEOWNERS

By:

John R. Taylor  
JOHN R. TAYLOR

Mario Villaseñor  
MARIO VILLASENOR

Lydia Villaseñor  
LYDIA VILLASENOR

Before me, the undersigned, a Notary Public in and for the County of Lake and the State of Indiana, this 25<sup>th</sup> day of April, 1996, personally appeared JOHN R. TAYLOR, on behalf of the Town of St. John, and acknowledged the execution of the foregoing Agreement. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Judith J. Comperuk

Resident of Lake County, Indiana

My Commission Expires:

9-15-96

**TOWN OF ST. JOHN**

10955 W. 93RD STREET  
ST. JOHN, INDIANA 46373

Before me, the undersigned, a Notary Public in and for the County of Lake and the State of Indiana, this 2<sup>nd</sup> day of April, 1996, personally appeared MARIO VILLASENOR and

LYDIA VILLASENOR, and acknowledged the execution of the foregoing Agreement. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

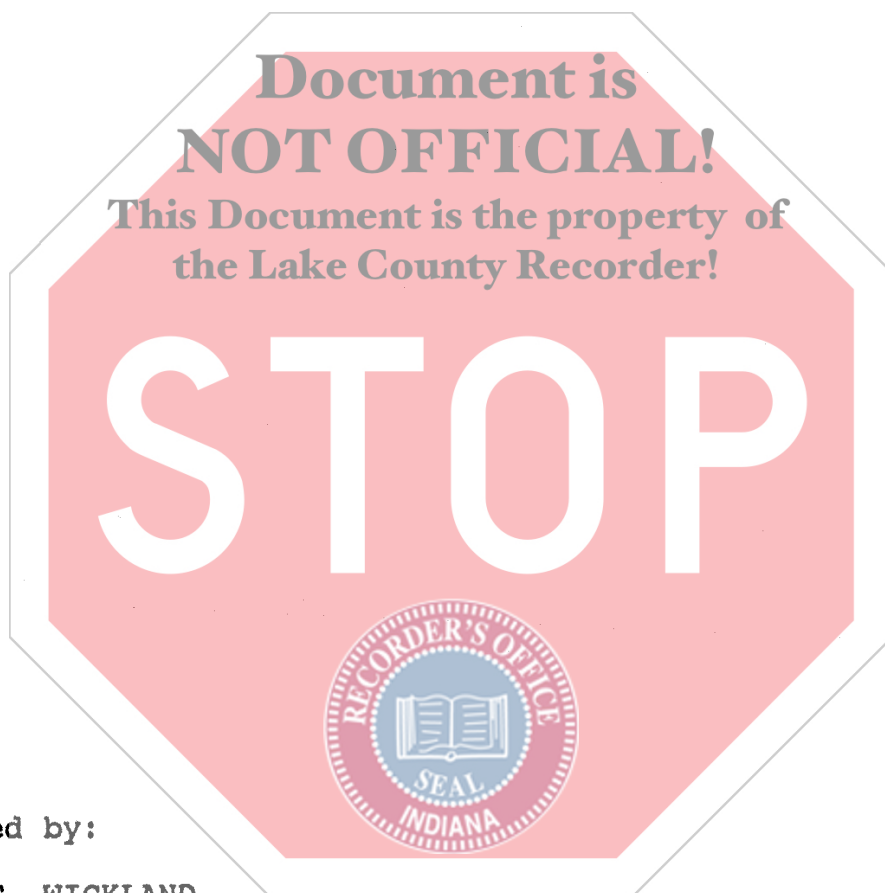
*Jennifer M. Extin*

Resident of Lake County, Indiana

My Commission Expires:

August 12, 1997

JENNIFER M. EXTIN  
NOTARY PUBLIC, Lake County, Indiana  
My Commission Expires August 12, 1997  
Resident Of Lake County, Indiana



Prepared by:

DAVID E. WICKLAND  
Attorney at Law  
8146 Calumet Avenue  
Munster, IN 46321  
Attorney No. 1231-45