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STATE OF INDIANA  
LAKE COUNTY  
FILED

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**LAKE COUNTY, INDIANA  
PERMANENT UTILITY EASEMENT**

MONROE CENTER  
RECORDER

The undersigned owner(s) Jerry Luebke / Kim Luebke  
3779 Kingsway Dr  
Crown Point, Ind 46307

in consideration of \$ 0.00 and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grant to Twin Lakes Utilities, Inc., a perpetual right-of-way easement in, upon, under and across the land hereafter specifically described for the purpose of ingress and egress for installation and maintenance of a sanitary sewage forcemain upon the premises described, and for no other purposes except by granted authority from said owner.

Subject to the rights of Twin Lakes Utilities, Inc., the grantors herein shall have the right to cultivate, use and occupy the land except that no structure or object, permanent or temporary, shall be erected on hereinafter described easement and that no digging or excavating shall be done along said easement that would in any way interfere with said right-of-way.

**20-Foot Permanent Utility Easement Description**

20 Foot Permanent Utility Easement: Beginning at a point on the West line of the SW1/4 of Section 9, Township 34 North, Range 7 West of the 2nd P.M. and 219.22 feet South of the Northwest corner thereof; thence South 90° 00' 00" East, 299.4 feet; thence South 34° 15' 22" East, 24.20 feet; thence North 90° 00' 00" West, 42.7 feet more or less to the West line of said Section 9; thence North 00° 00' 00" East, 20.00 feet to the point of beginning.

APR 14 1997

**Temporary Construction Easement Description**

Beginning at a point on the West line of the SW1/4 of Section 9, Township 34 North, Range 7 West of the 2nd P.M. and 239.22 feet South of the Northwest corner thereof; thence South 90° 00' 00" East, 342.97 feet more or less to Westerly line of Lot 651, Lakes of the Four Seasons, Unit No. 10, as shown in Plat Book 39 page 11, in the Office of the Recorder of Lake County, Indiana; thence South 34° 15' 22" East along the Westerly line of said Unit No. 10 a distance of 601.36 feet more or less to the Southeast corner of Lot 658 in said Unit No. 10; thence South 55° 44' 38" West, 35.00 feet; thence North 34° 15' 22" West, 594.95 feet; thence North 90° 00' 00" West, 317.74 feet more or less to the West line of said Section 9; thence North 00° 00' 00" East, 25.00 feet to the point of beginning.

SAM ORLICH

AUDITOR LAKE COUNTY

**Temporary Construction Easement Description**

The Northwesterly 15 feet of Lot 658, Lakes of the Four Seasons, Unit No. 10, as shown in Plat Book 39, page 11, in the Office of the Recorder of Lake County, Indiana.

000775 key # 10-54-100

1350 SW 5

**During Construction:**

1. The integrity of private property surrounding the construction area will be maintained.
2. Roads and private driveways will be kept open at the close of each working day.

**After Construction:**

1. All fences, roads and improvements will be repaired and restored to the original condition existing prior to beginning construction.
2. Debris, brush, rocks, stumps and dirt generated during construction will be removed from the site.
3. Topsoil will be replaced, fine-graded, seeded, and restored to its original state of usefulness, in the disturbed easement area.
4. For a period of one year after completion of restoration, trench surfaces will be maintained in a safe condition and restored to the original grade as necessary.

**Liability:**

As a condition to acceptance of this grant of easement, Twin Lakes Utilities, Inc., and their assigns agree to hold the Grantors free and harmless from any and all lawsuits and claims, which may in any way result from any occurrence as result of said Twin Lakes Utilities, Inc., their assigns, employees or their contractors operating in or adjacent to the area covered by the easement aforesaid.

**Stipulations:**

None

It is covenanted and agreed between the grantor and grantees as follows:

1. The grantor shall have and retain all rights to the use and occupation of said real estate, except as herein expressly granted and provided and such use and occupation by the grantor shall not be unnecessarily interfered with by any construction work performed under this grant.
2. The grantor covenants and agrees that the grantor will not in any manner disturb, damage, destroy, injure or obstruct said Sanitary Sewage Forcemain, or any part or the appurtenances thereof, and will not obstruct or interfere with said grantees, their contractors or sub-contractors or with the agents or employees of them or either of them, in the exercise of any rights, privileges, or authorities hereby given and granted.
3. The grantees shall signify their acceptance of this grant and easement by the recording thereof.

4. This indenture and covenants and agreements herein contained shall run with the land and shall be binding upon the grantees, lessees, successors, heirs, devisees and assigns, and any, either or all of the same, of the parties hereto and shall be in full force and effect when accepted by the grantees in the manner herein provided.

SIGNED, SEALED AND DELIVERED this 11 day of April, 1997.

[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

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COUNTY OF LAKE ) the Lake County Recorder!  
                          ) SS  
STATE OF INDIANA )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that

[Signatures]

personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he (they) signed, sealed, and delivered, said instrument as, his (their) free and voluntary act for uses and purposes therein set forth.

Given under my hand and official seal, this 11 day of April, 1997.

Cynthia M. Rerick  
Notary Public  
[Seal]

[Signature]  
Notary Public

CYNTHIA M. RERICK

(SEAL)

Janie Weidner  
9201 E. 123rd Ave C.P. 46307