

RETURN TO: Rhett L. Tauber, Esq.  
9211 Broadway  
Merrillville, IN 46410

4 ↗

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** is made and entered into this 20th day of October, 2003, by and between **KHA PROPERTIES, an Indiana partnership**, (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:

LOT 1, SCHUYLER SQUARE SOUTH, AN ADDITION TO THE TOWN OF HIGHLAND, AS SHOWN IN PLAT BOOK 58, PAGE 46, IN LAKE COUNTY, INDIANA.

Tax Key No. 27-519-1 (Unit No. 16).

**WHEREAS**, Grantor wishes to grant to Grantee by and through its Town Council, a temporary construction easement agreement for construction of water mains, water lines, fire hydrants, service taps, auxiliary valves, and all other appurtenances, on the terms and conditions set forth herein.

**WHEREAS**, Grantor wishes to grant to Grantee by and through its Town Council, a temporary construction easement during the initial construction of the water mains, water lines, fire hydrants, service taps, auxiliary valves, and all other appurtenances, which are a part of the Indianapolis Boulevard water main improvement project.

**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:

**FILED**

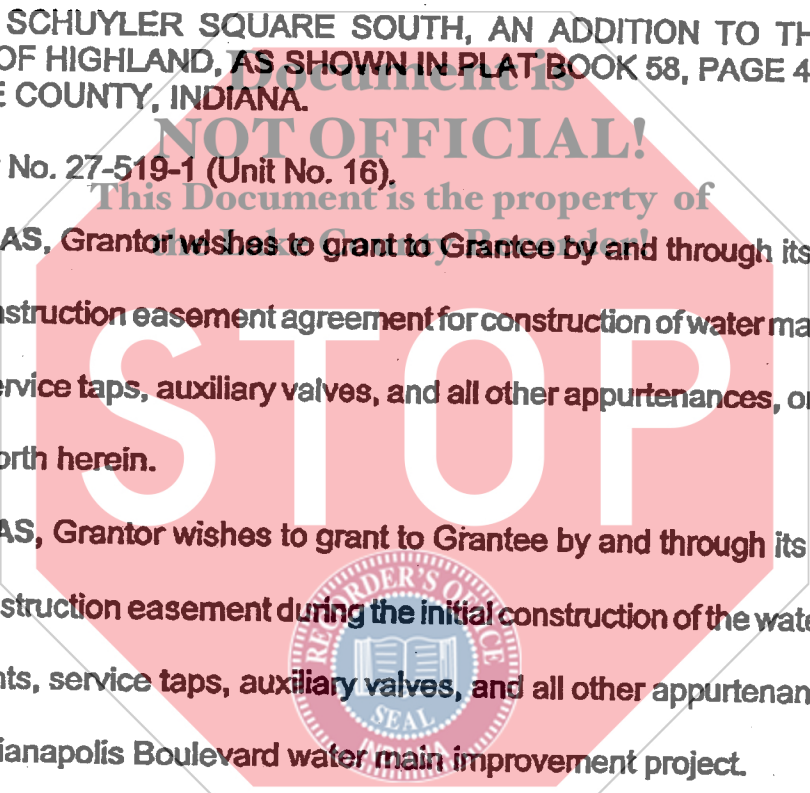
OCT 30 2003

STEPHEN R. STIGLICH  
LAKE COUNTY AUDITOR

002528

CK# 2635  
16.00  
Km

2003  
116523



1. **Temporary Construction Easement.** Grantor does hereby grant, assign, convey and set over to the Grantee a temporary construction easement for the construction of the water mains, water lines, fire hydrants, service taps, auxiliary valves, and all other appurtenances, in, under, over and across the following legally described real estate:

THE WEST 35 FEET OF THE EAST 50 FEET OF LOT 1, EXCEPTING THEREFROM THE SOUTH 10 FEET, SCHUYLER SQUARE SOUTH, AN ADDITION TO THE TOWN OF HIGHLAND, AS SHOWN IN PLAT BOOK 58, PAGE 46, IN LAKE COUNTY, INDIANA.

2. **Uses.** Grantee is granted a temporary construction easement for the installation, construction and utilization of water mains and water lines, together with any and all necessary manholes, hydrants, service taps, auxiliary valves, connections, appliances, and all other appurtenances and structures (the "Line"). Grantee shall also have a continuing easement in, under, over, above and across the easement area to inspect, maintain and/or repair the Line installed in the easement area, together with the right of ingress and egress to and from the easement parcel over adjoining portions of the Grantor parcel.

3. **Non-Exclusive Easement.** This temporary construction 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. **Restoration and Maintenance.** Grantee shall be solely responsible for the restoration of the property to substantially the same condition that existed before construction operations were commenced.

5. **Termination.** The right, privilege and easement granted by this instrument for temporary construction use of those portions of the above-described property shall cease and terminate immediately following the completion of the construction, final inspection, and inspection of the Indianapolis Boulevard Water Main Improvement Project mentioned above, and upon completion and final inspection of the project, this temporary construction easement shall be terminated and be of no further force and effect.

6. **Binding Effect.** This instrument, and the covenants and agreements contained in this instrument shall inure to the benefit of and be binding and obligatory on the heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Temporary Construction Easement Agreement the day and year first-above written.

**GRANTOR:**

**KHA PROPERTIES, an Indiana partnership**

By: Frank R. Martinez, III  
**FRANK R. MARTINEZ, III, Partner**

By: Kenneth L. Anderson  
**KENNETH L. ANDERSON, Partner**

By: Ryan R. Kutansky  
**RYAN R. KUTANSKY, Partner**

**GRANTEE:**

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

By: Mark A. Herak  
**MARK A. HERAK, President**

**ATTEST:**

Michael W. Griffin  
**MICHAEL W. GRIFFIN, Clerk-Treasurer**



2003-29

STATE OF INDIANA )  
 )SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, on this 20<sup>th</sup> day of October, 2003, KHA Properties, an Indiana partnership, personally appeared Frank R. Martinez, III, Kenneth L. Anderson and Ryan R. Kutansky, partners, and acknowledged the execution of the annexed Temporary Construction Easement Agreement on behalf of said partnership.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on this 20<sup>th</sup> day of October, 2003.

Carole Stomin  
CAROLE STOMING, Notary Public

My Commission Expires:  
County of Residence:

STATE OF INDIANA )  
 )SS:  
COUNTY OF LAKE )

Document is  
NOT OFFICIAL!

Before me, the undersigned, a Notary Public in and for said County and State, on this 27<sup>th</sup> day of October, 2003, personally appeared Mark A. Herak, President, and Michael W. Griffin, Clerk-Treasurer, of the Town Council of the Town of Highland, and acknowledged the execution of the annexed Temporary Construction Easement Agreement on behalf of said Town.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on this 27<sup>th</sup> day of October, 2003.

Rhett L. Tauber  
Rhett L. Tauber, Notary Public

My Commission Expires: 10/15/06  
County of Residence: Lake

This instrument prepared by:

Rhett L. Tauber, Esq.  
Tauber & Westland, P.C.  
9211 Broadway  
Merrillville, Indiana 46410  
Phone: 219.769.6474

