2006 068316

2006 AUG - 7 PH 15 East Oakridge Drive

PERMANENT EASEMENT

THIS PERMANENT EASEMENT AGREEMENT of day of day of 2006, by and between JACK L. TAUBER and DEBBIE J. TAUBER, husband and wife, "GRANTOR", and THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA, acting by and through its duly elected TOWN COUNCIL, "GRANTEE".

GRANTOR states and represents that it owns and has title to certain Real Estate located in St. John, Lake County, Indiana, and desires to grant and convey a Permanent Easement to GRANTEE for utility and public improvement and all related purposes over the Real Estate.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by GRANTOR, GRANTOR does hereby grant, convey and warrant unto the GRANTEE, its successors and assigns, forever, a perpetual and permanent Easement with the right, privilege and authority in GRANTEE, at its own expense, to enter upon, dig, lay, erect, construct, install, reconstruct, operate, maintain, patrol, continue, repair, keep in repair, deepen, replace and renew, public utilities, and public improvements as shall be hereafter located and constructed in, on, upon, along, under, over and across the Real Estate owned by GRANTOR and situated in St. John, Lake County, Indiana, which Real Estate is more particularly described as follows, namely:

The North 6.00 feet (except the West 12.00 feet and except the East 12.00 feet thereof) of Lot 133 in Candlelight Trails Seventh Addition Block Two, as per plat thereof recorded in Plat Book 69 Page 52, in the Office of the Lake County Recorder and amended by instrument recorded December 28, 1990 as document number 141067 and further amended by instrument recorded as document number 91015874.

The GRANTEE shall have the right, at its expense, to enter along, over and upon the Permanent Easement for the purpose permitted herein, at will, and to make such alterations and improvements therein as may be necessary or useful, for such purposes; further, the GRANTEE shall have the right of ingress and egress over adjoining premises and lands when necessary and without doing damage to the adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said Permanent Easement.

The GRANTEE covenants that in the installation, maintenance or operation of the public utility and public improvements, and appurtenances under, upon, over and across the Real Estate in which the Permanent Easement is hereby granted, it will, at its own expense return the area disturbed by its work to as near the original condition as is practical.

The GRANTOR covenants for GRANTOR, GRANTOR'S grantees 255, personal representatives, successors, and assigns, that GRANTOR shall not erect of maintain any building or other structure or obstruction on or over the Permanent Easement granted herein at 120 the GRANTEE the right to remove any such obstruction, or grant additional Easement associated as or on the Real Estate in which the perpetual and Permanent Easement is hereby granted, except

#15 c5 by express written permission from the GRANTEE, in accordance with the terms thereof, which permission, when in writing and recorded, shall run with the Real Estate.

Full right and authority is hereby granted unto the GRANTEE, its successors and assigns, to assign or convey to another or others, this Permanent Easement.

The GRANTOR hereby covenants that GRANTOR is the owner in fee simple of the Real Estate, is lawfully seized thereof, and has good right to grant and convey the foregoing Permanent Easement herein. The GRANTOR further guarantees the quiet possession hereof and shall warrant and defend GRANTEE'S title to the Permanent Easement against all lawful claims.

This Permanent Easement Agreement shall be binding upon GRANTOR, GRANTOR'S heirs, personal representatives, successors and assigns, and upon all other Parties claiming by, through or under GRANTOR, and the same shall inure to the benefit of the GRANTEE herein, and its successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Grant of Permanent Easement this 25 day of 3006.
Document is
GRANTOR
By: Jank I Sauter By: Welle Janker
the Lake County Recorder!
STATE OF INDIANA)
COUNTY OF LAKE SS:
Before me, the undersigned, a Notary Public in and for said County and State, on this 2574 day of, 2006, personally appeared JACK L. TAUBER and DEBBIE J.
TAUBER, husband and wife, who acknowledged the execution of the foregoing Easement
Agreement.
IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Official
Seal. OFFICIAL NOTARY SEAL OFFICIAL NOTARY SEAL
My Commission Expires:
Notary Public minission expires Nov. 30, 2006 会 Resident of LAKE County, 前 中中中中央中央中央中央中央中央中央中央中央中央中央中央中央中央中央中央中央

ACCEPTANCE

been authorized to execute and attest, respectively, this Pebehalf of GRANTEE.	rmanent Easement Agreement on
TOWN OF ST. JOHN, a Municipal Corporation	LAKE COUNTY, INDIANA, on.
By: Michael S. Fryzel, Town	Council President
Attest: Merry P. Swy, Clerk-Tre	Decey
NOT OFFICI "LAFFIRM,"	UNDER THE PENALTIES FOR
STATE OF INDIANA) the Lake Counsecurity	TO BEDACT EACH SOCIAL
COUNTY OF LAKE) PREPARED B	Y: STEVE KIL
Before me, the undersigned, a Notary Public in and form day of	of St. John, Lake County, Indiana, rer of the Town of St. John, Lake coing Easement Agreement as such
IN WITNESS WHEREOF, I have hereunto subscribed	by name and affixed my Official
Seal.	. 11/
My Commission Expires:	OFFICIAL NOTARY SEAL
11-30-2006 Resident of LA	Notary Rublic THERESA A. WILSON Notary Public, Lake County, Indiana 公

I affirm, under the penalties of perjury, that I have taken responsible care to redact each Social Security number in this document, unless required by law and this document was prepared by David M. Austgen, AUSTGEN KUIPER & ASSOCIATES P.C., 130 N. Main St., Crown Point, Indiana 46307.