

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2006 068316

2006 AUG -7 PM 1:45

9575 East Oakridge Drive

**PERMANENT EASEMENT**

MICHAEL J. CROWN  
RECORDED

THIS PERMANENT EASEMENT AGREEMENT made this 25<sup>th</sup> day of July, 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.

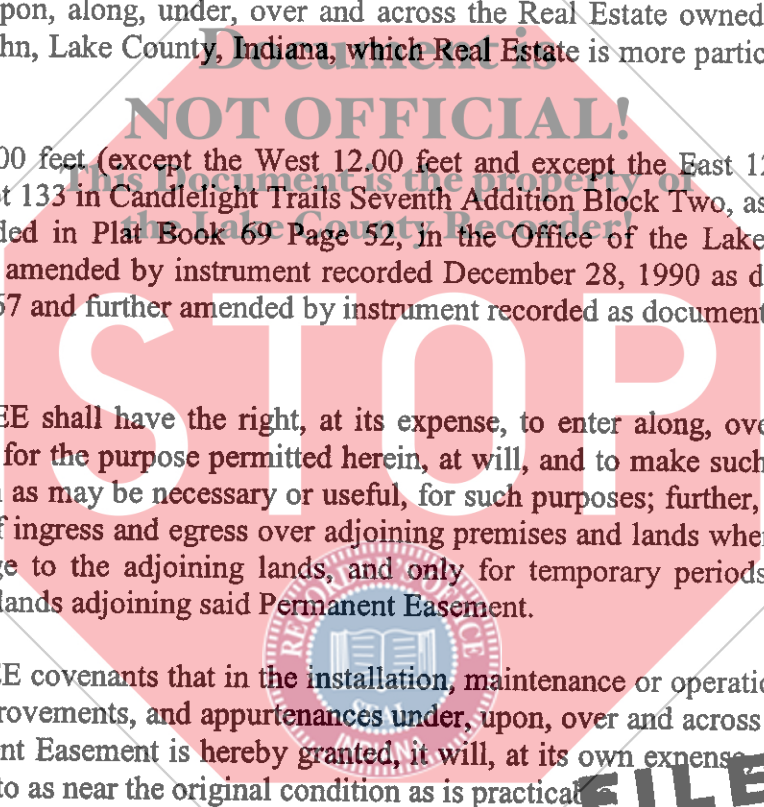
NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by GRANTOR, GRANTOR does hereby grant, convey and warrant unto the GRANTEE, its successors and assigns, forever, a perpetual and permanent Easement with the right, privilege and authority in GRANTEE, at its 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, keep the area disturbed by its work to as near the original condition as is practical.

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



**FILED**

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REGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

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