

EASEMENT

THIS EASEMENT AGREEMENT, made this 13 day of July, 2006, by and between Alfreda M. Rogala, as surviving Trustee under the terms and provisions of a certain Trust dated the 20<sup>th</sup> day of February 1995, "GRANTOR", and THE TOWN OF SCHERERVILLE, 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 Schererville, Lake County, Indiana, and seeks to grant and convey an Easement to GRANTEE for utility, public improvement and all related public use 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 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, including, but not limited to, sanitary, storm, water, and any and all 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 Schererville, Lake County, Indiana, which Real Estate is commonly known as 8551 Morse Place, and is more particularly described as follows, namely:

A 5 foot wide drainage and utility easement, more particularly described as follows:  
A strip of land 5 feet wide, lying West of the existing 10 foot drainage and utility easement shown west of the east property line of Lot 4, Bohling's East Oak Estates Subdivision 2<sup>nd</sup> Addition, recorded in Plat Book 67, Page 22, and Deed Record 129506, Transfer Date: October 16, 1990, in Lake County Recorders Office, Lake County, Indiana. Said 5 foot drainage and utility easement shall be measured perpendicularly, West of said existing 10 foot drainage and utility easement, west of the East property line, excepting the North 5 feet.

The GRANTEE shall have the right, at its expense, to enter along, over and under the Easement for the public purposes permitted herein, at will, and to make such alterations and improvements therein as may be necessary or useful for such public purposes, further, GRANTEE shall have the right of ingress and egress over adjoining premises and lands which are necessary and without doing damage to the adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said 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 Easement is hereby granted, it will, at its own expense, restore the area disturbed by its work to as near the original condition as is practicable.

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

**FILED**

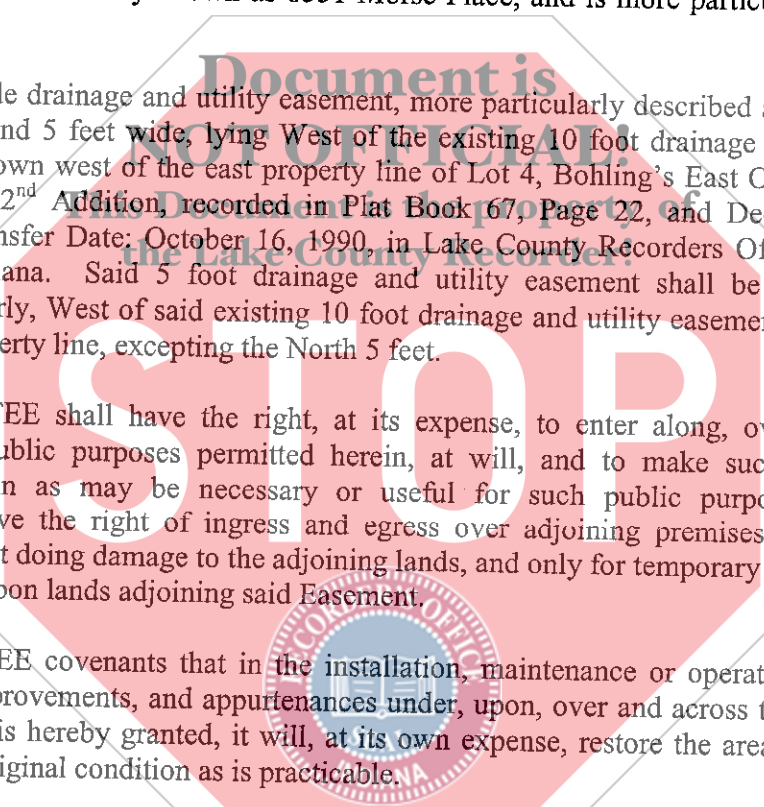
AUG 22 2006

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

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MICHAEL T. BROWN  
RECORDER  
STATE OF INDIANA  
LAKE COUNTY  
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