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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHAEL A. BROWN
RECORDER

EASEMENT

THIS EASEMENT AGREEMENT, made this 8TH day of NOVEMBER, 2006, by and between Mary Jo Roth as Trustee, "GRANTOR", and THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA, acting by and through its duly elected TOWN COUNCIL, "GRANTEE".

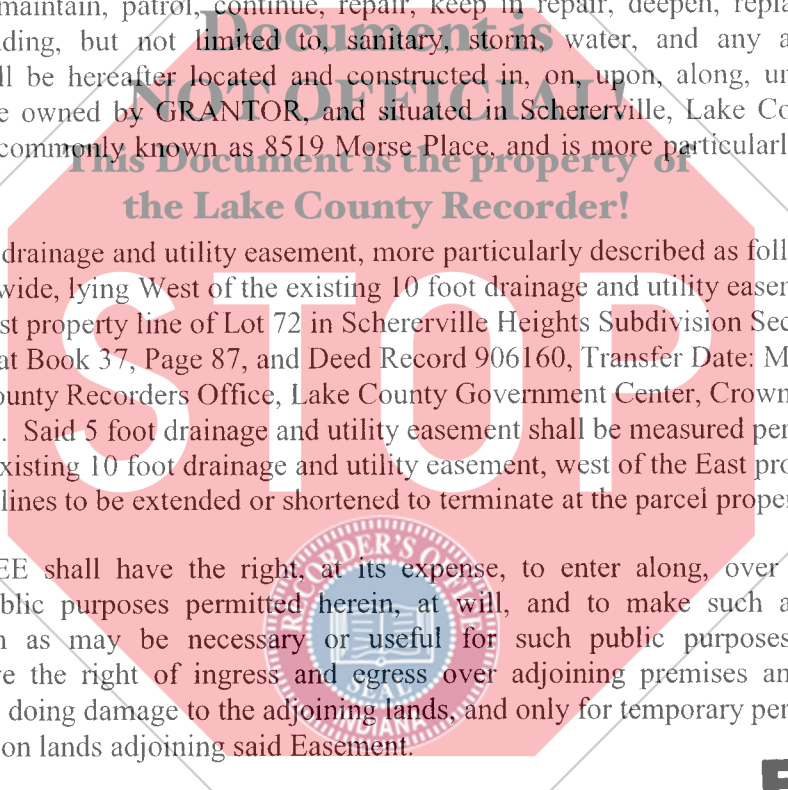
GRANTOR states and represents that it owns and has title to certain Real Estate located in Schererville, Lake County, Indiana, and seeks to grant and convey an Easement to GRANTEE for utility, public improvement and all related public use purposes over the Real Estate.

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 8519 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 72 in Schererville Heights Subdivision Section No. 4, recorded in Plat Book 37, Page 87, and Deed Record 906160, Transfer Date: March 11, 1987, in the Lake County Recorders Office, Lake County Government Center, Crown Point, Indiana 46307. 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. Easement sidelines to be extended or shortened to terminate at the parcel property line.

The GRANTEE shall have the right, at its expense, to enter along, over and upon 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, 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 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.



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PEGGY HOLINGA KATON
LAKE COUNTY AUDITOR

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 Estate in which the perpetual Easement is hereby granted, except 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 Grant of 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 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 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 Easement this 8th day of November, 2006.

GRANTOR

Mary Jo Roth as Trustee

By: Mary Jo Roth
Mary Jo Roth as Trustee

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)



BARBARA J. BELLIGIO
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXPIRES MAR. 7, 2007

Before me, the undersigned, a Notary Public in and for said County and State, on this 7 day of November, 2006, personally appeared Mary Jo Roth as Trustee, as GRANTOR, who acknowledged the execution of the foregoing Easement Agreement as its voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal.

My Commission Expires:
March 7, 2007

Barbara J. Belligio
Notary Public
Resident of Lake County, IN

Acceptance by Town:

This conveyance is accepted by the duly authorized Purchasing Agent of the Town of Schererville, Lake County, Indiana after action at a public meeting of the Town Council of the Town of Schererville, Lake County, Indiana, and whereby the Town Manager and Town Clerk-Treasurer, respectively, were duly authorized to execute and attest this acceptance and acknowledgment.

TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA,
a Municipal Corporation

By: *Robert Volkmann*
Robert Volkmann, Town Manager and
duly authorized Purchasing Agent

Attest: *Janice M. Malinowski*
Janice M. Malinowski, I.A.M.C., C.M.C.,
Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 28TH day of November, 2006, personally appeared Robert Volkmann, not individually, but as Town Manager of the Town of Schererville, Lake County, Indiana, as the duly authorized Purchasing Agent of the Town, and JANICE M. MALINOWSKI, not individually, but as Clerk-Treasurer of the Town of Schererville, Lake County, Indiana, who acknowledged the execution of the foregoing Easement Agreement as such Officers in such capacity for and on behalf of the Town of Schererville, Lake County, Indiana.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal.

My Commission Expires:
JUNE 5, 2013

Diane Horar DIANE HORAR
Notary Public
Resident of LAKE County, IN

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.