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Cross reference to key number, plat or, if not platted, to most recent Parcel Number(s):  
Key No.: \_\_\_\_\_ Plat Book No. \_\_\_\_\_ Instr. No. \_\_\_\_\_

**MUNICIPAL UTILITY EASEMENT  
TOWN OF LOWELL, INDIANA**

**THIS INDENTURE** made this 17<sup>th</sup> day of November, 2006, by and between **John A. Sheets and Patricia G. Sheets**, individually and as Trustees of Lake County Trust 1144, (hereinafter "GRANTOR(S)"), and the Town of Lowell, Indiana, through its Department of Public Works, (hereinafter "GRANTEE"):

**WITNESSETH**, that for and in consideration of the mutual covenants herein set forth and other valuable consideration, the receipt of which is hereby acknowledged, GRANTOR(S) for himself, herself, themselves, his, her, their administrators, successors and assigns, do(es) hereby grant, bargain, sell, convey and warrant unto GRANTEE, its grantees, successors and assigns, an exclusive perpetual easement to enter upon, dig, lay, erect, construct, install, reconstruct, renew and operate, maintain and patrol, replace, repair and continue sanitary sewers, storm sewers and/or water mains or lines, including, but not limited to, mains, sub-mains, local, lateral, outfall, force, or interceptor sewers, as part of GRANTEE'S system and works for the collection, carriage, treatment or disposal of waste, sewage or stormwater and mains for distribution of potable water for or on behalf of the Town of Lowell, Indiana, as shall be hereafter located and constructed along and in the easements granted herein on the following described real estate and premises owned by GRANTOR(S) and situated in the County of Lake, State of Indiana, to-wit:

(Key # 02-03-0081-0010: See Exhibit "A", attached hereto and incorporated herein, containing a legal description of the permanent and temporary easements to be acquired and a plat drawing of the general location of the sewer line and easement)

1. GRANTEE and its agents, employees, successors and assigns shall have the right to enter along, over and upon said easement to repair, relocate, service and maintain said sewers and appurtenances, at will, and to make such alterations and improvements in the facilities thereof as may be necessary or useful, and to remove from the extent of the right-of-way any encroaching trees, buildings, or other obstruction to the free and unobstructed use of said easement, and to build and maintain all necessary intakes, catch basins, and other devices incident to said sewers, and shall have the right of ingress and egress on, across and over adjoining premises and lands, when necessary, and without doing damage to such adjoining lands, and only for such temporary periods, and shall not otherwise enter upon lands adjoining said easement, however, Grantee shall not by exercise of such rights of access to its easement acquire any rights in the land adjoining the permanent or temporary easements being granted herein.

2. GRANTEE covenants that after the installation, maintenance or operation of said sanitary sewer, storm sewer and water main improvement's and appurtenances under and along the permanent easement being granted herein, it will restore the areas over the permanent and temporary easements disturbed by such work to as near to the original condition as is practicable. Any damages to the grass, trees, bushes, shrubs, fences or buildings on or immediately adjacent to the permanent

**FILED**

DEC 29 2006

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

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SS  
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STATE OF INDIANA  
LAKE COUNTY  
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11269  
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and temporary easements herein, done by the GRANTEE or its agents in the use of said easement for the purposes set forth above, shall be promptly repaired, reconstructed or restored as near as possible to its original condition by the GRANTEE.

3. GRANTOR reserves the right to use the above-described land not inconsistent with the easement granted herein and agrees that no permanent structure shall be permitted or placed in or over the easement by the GRANTOR.

4. GRANTOR(S) covenants(s) for himself, herself, themselves, his, her, their administrators, successors and assigns that he/she/they will not erect or maintain any buildings or other structures or obstruction on or over said sewer and appurtenances under said tract of land in which the perpetual right-of-way and easement is hereby granted, except by express permission from GRANTEE, in writing, and in accordance with the terms thereof, and which permission when in writing and recorded shall run with the real estate.

5. GRANTOR further grants to GRANTEES a temporary construction easement which is identified on the diagram or map showing the route, courses and distances through the above-described real estate and premises and the width of the permanent easement which document is attached hereto and incorporated herein by reference as EXHIBIT "A". The temporary construction easements granted herein, shall expire ninety (90) construction days after the date the actual construction of said improvements begins along the permanent easement.

6. GRANTOR(S) covenant(s) that he, she, they is/are the owner(s) in fee simple of the abovedescribed real estate, is/are lawfully seized thereof and has/have a good right to grant and convey the foregoing right-of-way and easement therein, that he, she, they guarantee(s) the quiet possession thereof, that said real estate is free from any and all encumbrances except the following:

1. Current taxes for year 2006;
2. \_\_\_\_\_; and
3. \_\_\_\_\_  
(Give mortgage record, page and mortgagee)

and that GRANTOR(S) will warrant and defend GRANTEE'S title to said right-of-way and easement against all lawful claims. GRANTOR(S), additionally covenants(s) for himself, herself, themselves, his, her, their administrators, successors and assigns that if right-of-way and easement is not exclusively in favor of GRANTEE, GRANTOR does hereby indemnify GRANTEE for all relocation costs or damages to the property of any other occupant(s) of said right-of-way and easement.

7. GRANTOR(S), hereby affirm that no unauthorized alterations of this document have taken place and they have full right and authority to execute this grant of easement.

IN WITNESS WHEREOF, GRANTOR(S) has/have hereunto set his, her, their respective hand(s) as of the day and year first written above.

John A. Sheets  
JOHN A. SHEETS

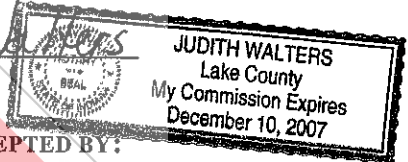
Patricia G. Sheets  
PATRICIA G. SHEETS

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF LAKE )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared GRANTOR(S), who acknowledged the execution of the above and foregoing instrument to their voluntary act this 17<sup>th</sup> day of November, 2006.

Resident of \_\_\_\_\_ County, IN My Commission Expires: \_\_\_\_\_, 200\_\_.

Judith Walters  
NOTARY PUBLIC  
Judith Walters  
(PRINTED NAME)



RECOMMENDED BY:

Greg Shook  
Greg Shook, Director of Public Works  
Town of Lowell, Indiana

APPROVED & ACCEPTED BY:

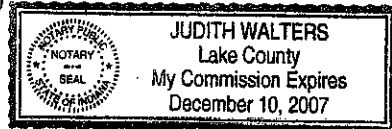
David Gard  
David Gard, President  
Lowell Town Council

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF LAKE )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared Greg Shook and David Gard who acknowledged the execution of the above and foregoing instrument on behalf of the Town of Lowell, Indiana to be their voluntary act this 17<sup>th</sup> day of November, 2006.

Resident of LAKE County, IN My Commission Expires: \_\_\_\_\_, 200\_\_.

Judith Walters  
NOTARY PUBLIC  
Judith Walters  
(PRINTED NAME)



"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."

PREPARED BY: Judith Walters

PARCEL 3  
TOWN OF LOWELL  
SANITARY SEWER EASEMENT  
JOHN A. SHEETS and PATRICIA G. SHEETS, Trustees

Sheets Easement  
Town of Lowell, IN  
Page 1 of 2

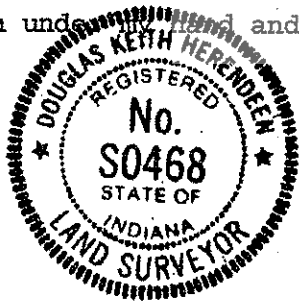
A 30 foot permanent easement 15 feet on each side of the following described centerline, and containing 1.110 acres, more or less; being a part of the Southwest Quarter of Section 36, Township 33 North, Range 9 West, Lake County, Indiana, and being a part of Instrument Number 99040612, Office of the Recorder more particularly described as follows:

Beginning on the north line of the said quarter section South 89 degrees 37 minutes 53 seconds East (assumed bearing) 2,638.19 feet from the northwest corner of said quarter section; thence South 1 degree 00 minutes 20 seconds East 570.16 feet parallel with and 15 feet west of the east line of said quarter section; thence North 89 degrees 37 minutes 53 seconds West 1,041.05 feet, parallel with and 570-feet south of the north line of said quarter section to the northeasterly right-of-way line of the Chicago, Indianapolis and Louisville Railroad. The side lines of said 30 foot easement to be extended or shortened to meet at angle points and to terminate at said north line and said right-of-way line.

Also, a temporary easement over a strip of land 30 feet in width and containing 1.089 acres, more or less, the east and southerly line of which is coincident with the west and northerly line of the above described permanent easement. The side lines of said 30 foot strip to be extended or shortened to meet at angle points and to terminate at said north line and said right-of-way line.

Also, a temporary easement over a strip of land 30 feet in width and containing 0.706 acres, more or less, the northerly line of which is coincident with the southerly line of the above described permanent easement. The side lines of said 30 foot strip to be extended or shortened to meet at angle points and to terminate at east line of said quarter section and said right-of-way line.

Given under my hand and seal this 13<sup>th</sup> day of February, 2006.


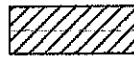


*Douglas K. Herendeen*  
\_\_\_\_\_  
Douglas K. Herendeen, L.S.  
Registered Land Surveyor  
State of Indiana, Surveyor No. S0468

PARCEL NO. : 3  
 PROJECT : LOWELL SAN. SEWER  
 COUNTY : LAKE  
 SECTION : 36  
 TOWNSHIP : 33 N.  
 RANGE : 9 W.

OWNER : JOHN A. SHEETS & PATRICIA G. SHEETS, TRUSTEES  
 INSTRUMENT NO. 99040612, DATED 04/28/1999

DRAWN BY: CVS 07/21/2005  
 CHECKED BY : DKH 07/22/2005  
 SCALE : 1" = 400'  
 SHEET 1 OF 1

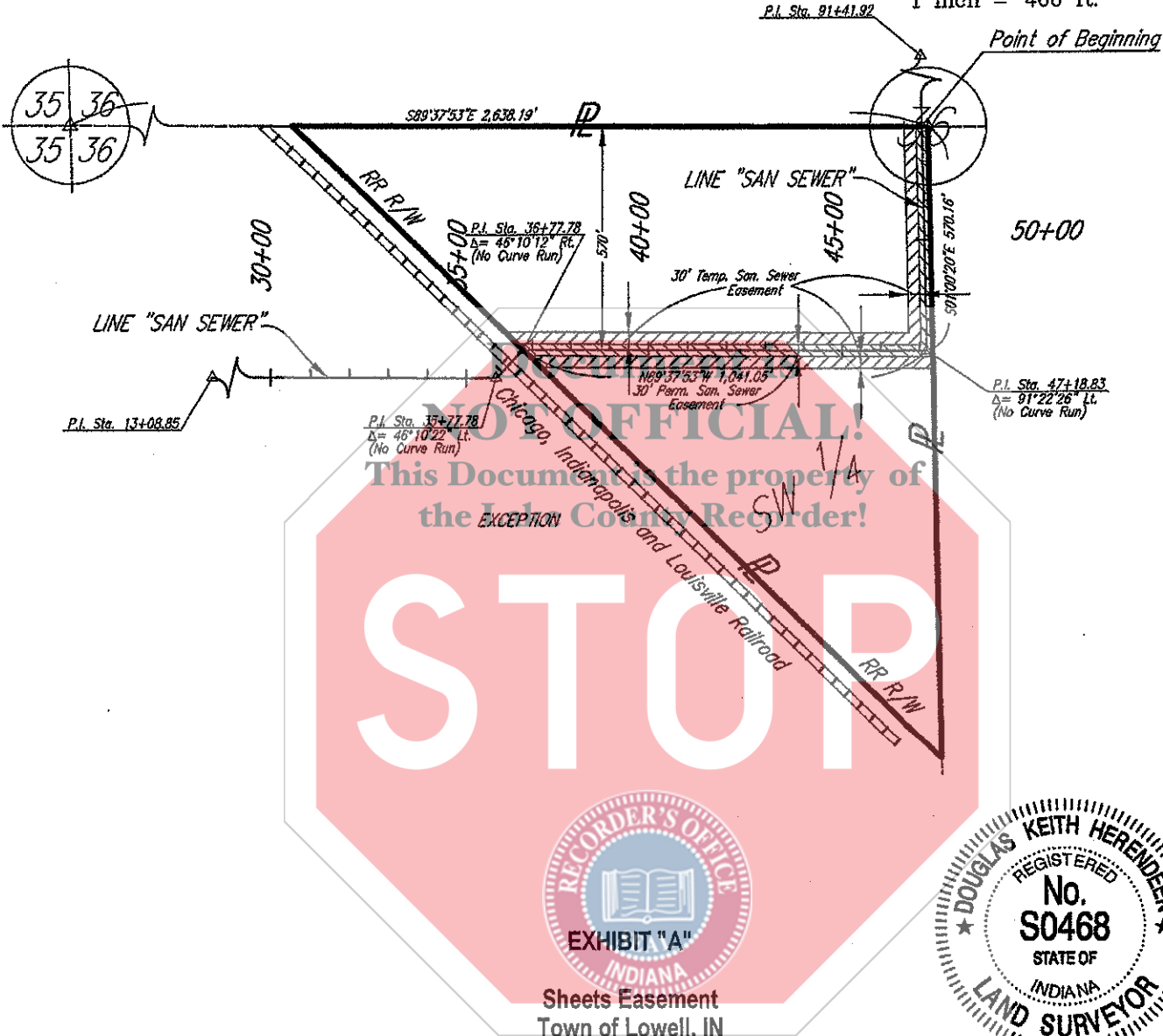
 HATCHED AREA IS THE APPROXIMATE TAKING FOR PERMANENT  
 HATCHED AREA IS THE APPROXIMATE TAKING FOR TEMPORARY

THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.

GRAPHIC SCALE



( IN FEET )  
 1 inch = 400 ft.



**STOP**

EXCEPTION  
 This Document is the property of  
 the Lake County Recorder!  
 Chicago, Indianapolis and Louisville Railroad



Sheets Easement  
 Town of Lowell, IN  
 Page 2 of 2



ROUTE SURVEY PLAT

Prepared for - TOWN OF LOWELL  
 by Butler, Fairman and Seufert, Inc. (Job #4284.99)

R:\4284\AUTOCAD\ROW\RS-PLATS\PAR03.dwg

Project = 428AROW  
 02-13-06 AT 10:49 DKH 1

*Douglas K. Herendeen* 2/13/06  
 Douglas K. Herendeen Date  
 L.S. S0468 Revised 02/08/06

CERTIFICATION

I, Judith Walters, the duly qualified and serving Clerk-Treasurer of the Civil Town of Lowell,  
Lake County, Indiana, do hereby certify that the attached is a true and accurate copy of  
a Municipal Utility Easement between John A. Sheets and Patricia G. Sheets and the  
Town of Lowell approved on the 17th day of November, 2006.

The original of which is on file in the Clerk-Treasurer's Office.



MAIL TO:

TOWN OF LOWELL  
ATTENTION: JUDITH WALTERS  
P.O. BOX 157  
LOWELL, IN 46356