

4

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 097760

2007 DEC 13 PM 1:07

MICHAEL A. BROWN
RECORDER

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this 11th day of December 2007, by and between JULIANNE SMYTH, "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 drainage and utility public improvements 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 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 Schererville, Lake County, Indiana, which Real Estate is commonly known as 8735 Clark Place, Crown Point, Indiana and is described as follows, namely:

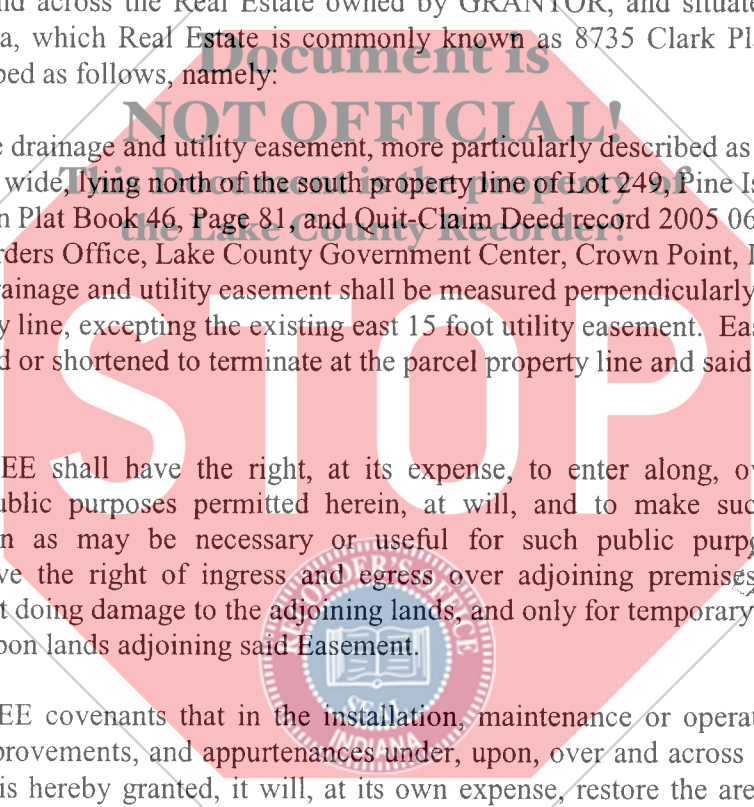
A 5 foot wide drainage and utility easement, more particularly described as follows: A strip of land 5 feet wide, lying north of the south property line of Lot 249, Pine Island Ridge, Unit 19 recorded in Plat Book 46, Page 81, and Quit-Claim Deed record 2005 064690, in the Lake County Recorders Office, Lake County Government Center, Crown Point, Indiana 46307. Said 5 foot drainage and utility easement shall be measured perpendicularly, north from said south property line, excepting the existing east 15 foot utility easement. Easement sidelines to be extended or shortened to terminate at the parcel property line and said 15 foot utility easement.

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.

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

024575



FILED
DEC 13 2007
REC'D
KATONA
LAKE COUNTY AUDITOR

1856
CS

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 EASEMENT AGREEMENT this 11th day of December 2007.

GRANTOR

Julianne Smyth

By: Julianne Smyth
Julianne Smyth

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

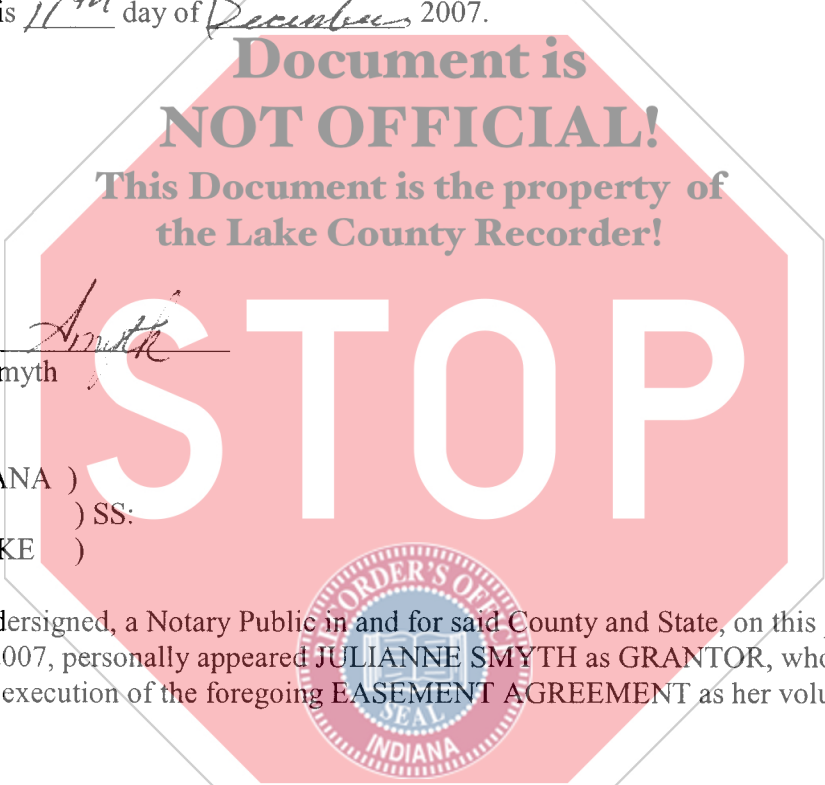
Before me, the undersigned, a Notary Public in and for said County and State, on this 11th day of December, 2007, personally appeared JULIANNE SMYTH as GRANTOR, who acknowledged the execution of the foregoing EASEMENT AGREEMENT as her voluntary act and deed.

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

My Commission Expires:

Notary Public - State of Indiana
My Commission Expires:
February 8, 2008

Jessie M. Malenashi
Notary Public
Resident of Lake County, IN



Acceptance by Town:

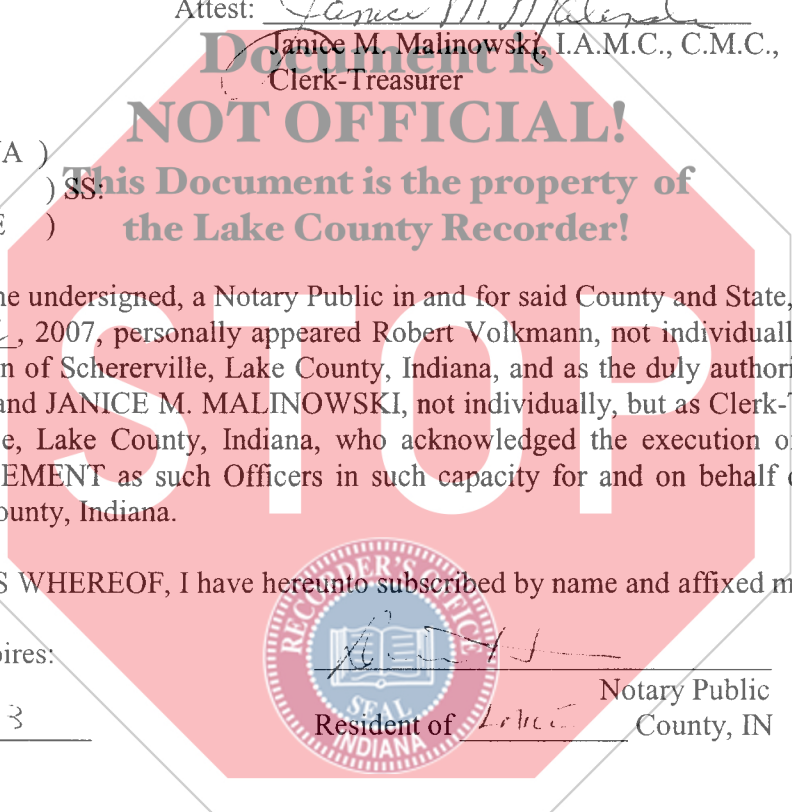
This conveyance is accepted by the duly authorized Purchasing Agent of the Town of Schererville, Lake County, Indiana, after action at a public meeting of the Town Council of the Town of Schererville, Lake County, Indiana, and whereby the Town Manager and Town Clerk-Treasurer, respectively, were duly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

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

By: Robert Volkman
Robert Volkman, 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 11th day of DECEMBER, 2007, personally appeared Robert Volkman, not individually, but as Town Manager of the Town of Schererville, Lake County, Indiana, and 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

Rebecca J. Hancock
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.

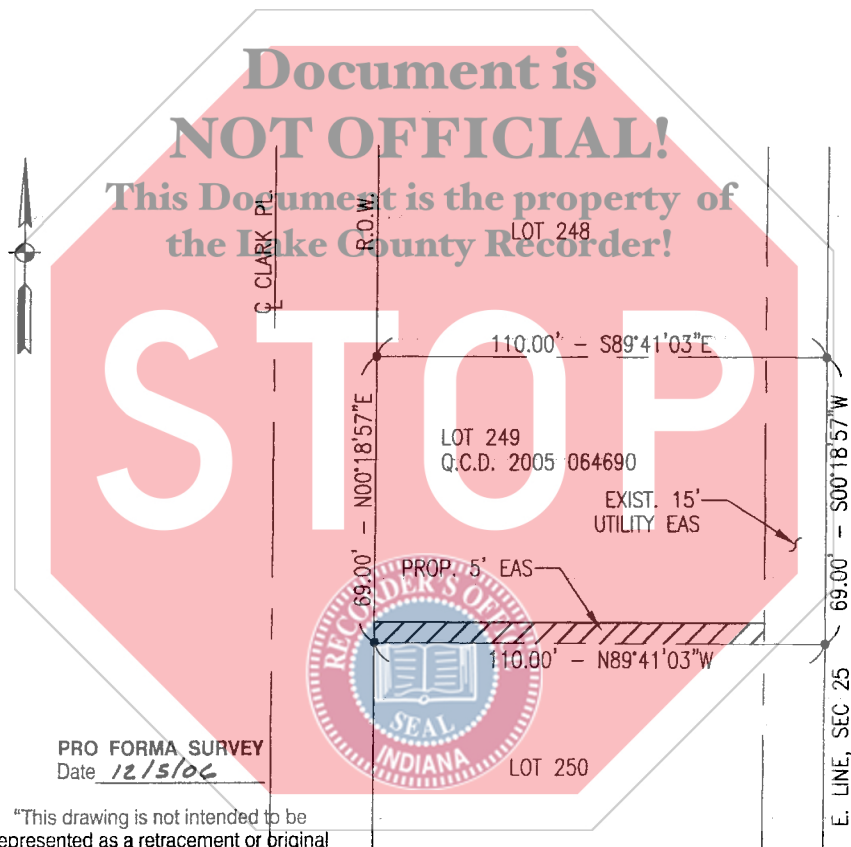
DRAINAGE AND UTILITY EASEMENT

OWNER: SMYTH JULIANNE
 ADDRESS: 8735 CLARK PL.
 CITY, STATE: CROWN POINT, INDIANA 46307
 PROPERTY NUMBER: 20-13-0264-0006
 RECORD: Q.C.D. 2005 064690

5 FOOT WIDE DRAINAGE AND UTILITY EASEMENT

DESCRIPTION:

A 5 FOOT WIDE DRAINAGE AND UTILITY EASEMENT; MORE PARTICULARLY DESCRIBED AS FOLLOWS: A STRIP OF LAND 5 FEET WIDE, LYING NORTH OF THE SOUTH PROPERTY LINE OF LOT 249, PINE ISLAND RIDGE, UNIT 19 RECORDED IN PLAT BOOK 46, PAGE 81, AND QUIT-CLAIM DEED RECORD 2005 064690, 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, NORTH FROM SAID SOUTH PROPERTY LINE, EXCEPTING THE EXISTING EAST 15 FOOT UTILITY EASEMENT. EASEMENT SIDELINES TO BE EXTENDED OR SHORTENED TO TERMINATE AT THE PARCEL PROPERTY LINE AND SAID 15 FOOT UTILITY EASEMENT.



PRO FORMA SURVEY
 Date 12/5/06

"This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report."



Joseph P. Patton
12/5/06

SHEET 1 OF 1	Designed: NJS	Customer: TOWN OF SCHERERVILLE
	Drawn: MJH	Project Name: DRAINAGE AND UTILITY EASEMENT
	Checked: JPP	Project Number: 50-725-01
		Date & Time: 12/04/06 - 11:32
Drawing Title:	DRAINAGE AND UTILITY EASEMENT	
Sub Title:	PINE ISLAND RIDGE, UN. 19, LOT 249	
Drawing Filename:	X:\Projects\Schererville\50725_01\PINE_ISLAND_RIDGE_EAS.DWG	
Horizontal Scale:	1:30	Vertical Scale:

engineering, inc.
 2421 178th Street, Hammond, Indiana. 46323
 Phone: (219) 844 8880 Fax: (219) 844 7754
 Your Vision • Our Focus