## **GRANT OF PERMANENT UTILITY EASEMENT** AND TEMPORARY CONSTRUCTION EASEMENT

this Grant of Easement made this 5th day of 10000, 2008, by I PING CHIANG and YI YANG CHIANG, (hereinafter referred to as "GRANTORS"), who state and represent that they own and have title to certain real estate located in the Town of Schererville, Lake County, Indiana, and for good and valuable consideration they hereby grant, convey and warrant a Permanent Utility Easement and Temporary Construction Easement for the specific purpose of the installation and operation of a sewer and/or water main/line unto the TOWN OF ST. JOHN, 10955 West 93<sup>rd</sup> Avenue, St. John, Indiana 46373, (herein after referred to as "CRANTEE") its agents amplayees subcontractors successors and assigns to the "GRANTEE"), its agents, employees, subcontractors, successors and assigns to the real property owned by GRANTORS and described as follows:

(SEE PERMANENT AND TEMPORARY CONSTRUCTION EASEMENT ENGINEERING DRAWING ATTACHED AS EXHIBIT "A" AND LEGAL DESCRIPTIONS ATTACHED AS EXHIBIT "B") O

The GRANTEE shall have the right, at its expense, to enter along, over and upon the Easement for the purposes permitted herein, at will, and to dig, construct, install, operate, maintain, replace, deeperfor keep in repair or make such alterations and improvements therein as may be necessary or useful for a sewer and/or water utility main/line or other utility, including in addition thereto, the right to cut and keep clear all trees and undergrowth and other obstructions within said prescribed Easement; further the GRANTEE shall have the right of ingress and egress over adjoining premises and lands when necessary and without doing unreasonable damage to the adjoining lands, and only for temporary purposes. No portion of the Easement shall be excavated or altered without written permission of the GRANTEE. GRANTEE further acknowledges that it shall restore the subject easement parcel to as close to pre-construction condition as reasonably possible.

Full right and authority is hereby granted unto the GRANTEE, its successors and assigns, to assign or convey to another or others, this Easement. GRANTORS hereby covenant that they are the owners in fee simple of the real estate, and have a good right to convey the foregoing Easement.

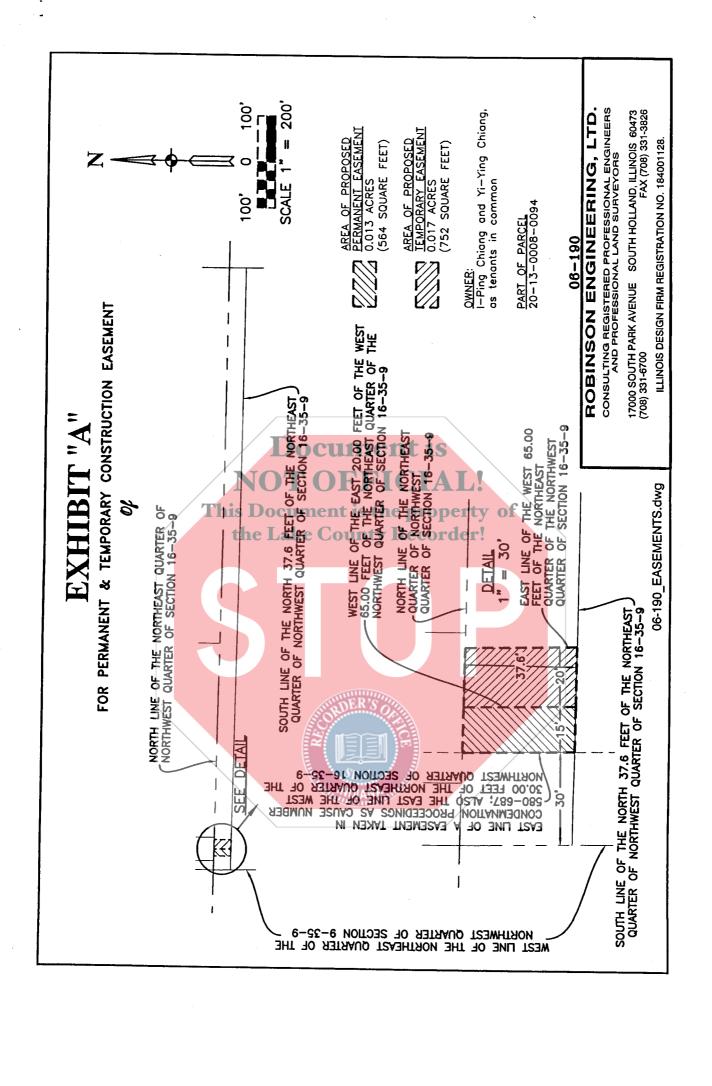
This Easement shall be binding upon the GRANTORS, GRANTORS' heirs, Personal Representatives, successors and assigns, and upon all other parties claiming by, through or under GRANTORS, and the same shall run with the land and inure to the benefit of the GRANTEE herein, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this Easement in St. John, Indiana,

on the date indicated NOV 19 2008 PEGGY HOLINGA KATON LAKE COUNTY AUDITOR **1-YING CHIANG** STATE OF INDIANA **COUNTY OF LAKE** BEFORE ME, the undersigned, a Notary Public, personally appeared the GRANTORS and acknowledged the execution of this instrument, this of hady of NOVE mbut, 2008. My commission expires: June 19 2010 County of Residence: Lake Notary Public 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. Randy H. Wyllie, Attorney

This instrument prepared by: Randy H. Wyllie, Attorney #17621-64, WIESER & WYLLIE, LLP, 429 West Lincoln Highway, 017942 Schererville, Indiana 46375





## Exhibit "B"

Owner: I-Ping Chiang and Yi-Chiang, as tenants in common Part of Parcel: 20-13-0008-0094

## Legal Description for Permanent Easement

The East 15.00 feet of the West 45.00 feet of the North 37.6 feet of the East Half of the Northwest Quarter of Section 16, Township 35 North, Range 9 West of the Second Principal Meridian in Lake County, Indiana.

## Legal Description for Temporary Construction Easement

The East 20.00 feet of the West 65.00 feet of the North 37.6 feet of the East Half of the Northwest Quarter of Section 16, Township 35 North, Range 9 West of the Second Principal Meridian in Lake County, Indiana.

