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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHAEL B. BROWN
RECORDER

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT made this 6 day of November 2013, by and between **ARLIE SPARKS and BETTY SPARKS, Husband and Wife**, hereinafter "GRANTOR", and **LAKE HILLS BAPTIST CHURCH**, an Indiana Non-Profit Corporation, and the beneficial owner of the real estate located at 9209 W. 85th Avenue, Schererville, Lake County, Indiana, and the **TOWN OF ST. JOHN**, Lake County, Indiana, a Municipal Corporation, collectively hereinafter "GRANTEE".

GRANTOR states and represents that it owns and has title to certain Real Estate located in St. John Township, Lake County, Indiana, and seeks to grant and convey a Permanent Utility Easement to GRANTEE for private sanitary force main and extension of a public water main improvements and all other related public utility 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 Permanent Utility Easement with the right, privilege and authority in GRANTEE, at its own expense, to enter upon, dig, lay, install, reconstruct, operate, maintain, patrol, continue, repair, keep in repair, deepen, replace and renew a private sanitary force main and extension of a public water main as shall be hereafter located and constructed in, on, upon, along, under, over and across the Real Estate owned by GRANTOR, and situated in St. John Township, Lake County, Indiana, which Real Estate is more particularly described as follows, namely:

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as
of
The South ²⁰~~5~~ feet of the West 247 feet of Lot 23 in Block 1 of Calumet Farms No. 4, a subdivision in Lake County Indiana, as per Record Plat thereof appearing in Plat Book 24, Page 33, in the Office of the Recorder of Lake County, Indiana.

PART OF PIN: 45-11-27-176-007.000-032

COMMONLY KNOWN AS: 8724 Marquette Street, St. John, IN 46373

The GRANTEE shall have the right, at its expense, to enter along, over and upon the Permanent Utility Easement for the utility purposes permitted herein, at will, and to make such alterations and improvements therein as may be necessary or useful for such utility 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.

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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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The GRANTEE covenants that in the installation, maintenance or operation of the utility improvements, and appurtenances under, upon, over and across the Real Estate in which the Permanent Utility 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 Permanent Utility 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 Permanent Utility Easement is hereby granted 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 Permanent 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 Permanent Utility Easement herein. The GRANTOR further guarantees the quiet possession hereof, and shall warrant and defend GRANTEE'S title to the Permanent Utility Easement against all lawful claims.

This Permanent Utility 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.

(Remainder of page is intentionally blank.)



