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MICHAEL B. BROWN
RECORDER

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TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** (hereinafter "Easement") made this 27th day of May, 2015, by and between **PEOPLES BANK, SB.** as Trustee under a trust agreement dated **March 21, 1995**, known as **Trust Number 10157**, hereinafter "GRANTOR", whose mailing address is 208 Mattson, Dyer, IN 46311, and **THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA**, a Municipal Corporation, acting by and through its duly elected TOWN COUNCIL, "GRANTEE", whose mailing address is 10955 West 93rd Avenue, St. John, IN 46373.

GRANTOR states and represents that it owns and has title to certain Real Estate located in St. John, Lake County, Indiana, and seeks to grant and convey an Easement to GRANTEE for public utility improvements, and all other related 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, a Temporary Construction Easement Agreement with the right, privilege and authority in GRANTEE, at its own expense, to enter upon, dig, lay, install, and renew public utility improvements in the adjoining Permanent Utility Easement as shall be hereafter located and constructed in, on, upon, along, under, over and across the Real Estate owned by GRANTOR, and situated in Hanover Township, Lake County, Indiana, which Real Estate is more particularly described as follows, namely:



PARCEL 15 B: A Temporary Construction Easement over and across the South fifty feet (50') of the North seventy feet (70') of two (2) parcels more particularly described as follows:

Parcel 1: A parcel of land in Hanover Township, Lake County, Indiana, in the Northeast Quarter of the Northeast Quarter of Section 4, Township 34 North, Range 9 West of the 2nd Principal Meridian and commencing at the Northeast Corner of said Section 4; thence North 89 degrees 53 minutes 07 seconds West along the North line of said section 393.00 feet to the point of beginning; thence continuing North 89 degrees 53 minutes 07 seconds West along said North line 717.00 feet; thence South 00 degrees 21 minutes 02 seconds East, 553.00 feet; thence South 89 degrees 53 minutes 07 seconds East, 717.00 feet; thence North 00 degrees 21 minutes 02 seconds West 553.00 feet to the place of beginning.

Parcel 2: A parcel of land in Hanover Township, Lake County, Indiana, in the Northeast Quarter of the Northeast Quarter of Section 4, Township 34 North, Range 9 West of the 2nd Principal Meridian, and beginning at the Northeast Corner of said Section 4; thence North 89 degrees 53 minutes 07 seconds West along the North line thereof 393.00 feet; thence South 00 degrees 21 minutes 02 seconds East, 100.00 feet; thence South 89 degrees 53 minutes 07 seconds East

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JOHN E. PETALAS
LAKE COUNTY AUDITOR

393.00 feet to the East line of said Section 4, thence North 00 degrees 21 minutes 02 seconds West along said East line 100.00 feet to the point of beginning.

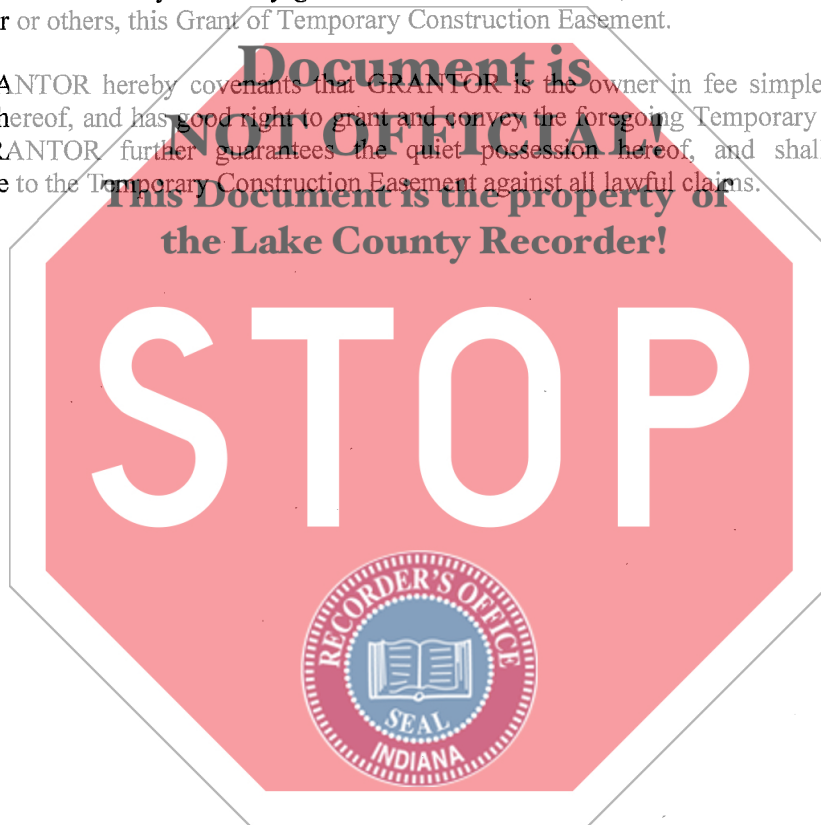
PARENT PARCEL NUMBERS: 45-15-04-200-002.000-013 and 45-15-04-200-004.000-013
COMMONLY KNOWN AS: 10178 Parrish Avenue, Crown Point, IN 46303

The GRANTEE covenants that it will, upon completion of the construction and installation of the public utility improvements and appurtenances, and all other public utility improvements, at its own expense, restore or cause to be restored the area disturbed by its work to as near original condition as is practicable. This grant shall terminate one (1) year after full completion and acceptance of the construction of public improvements.

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 Temporary Construction 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 Easement is hereby granted during the term of this Temporary Construction Easement Agreement.

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 Temporary Construction 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 Temporary Construction Easement herein. The GRANTOR further guarantees the quiet possession hereof, and shall warrant and defend GRANTEE'S title to the Temporary Construction Easement against all lawful claims.



This Temporary Construction Easement Agreement is executed pursuant to, and in exercise of the powers and authority granted to and vested in the Trustee by the terms of the Trust Agreement dated March 21, 1995, known Trust Number 10157. This Permanent Utility Easement Agreement shall be binding upon GRANTOR, GRANTOR'S Grantees, 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 Temporary Construction Easement this 27th day of May, 2015.

GRANTOR

By: *Evelyn Groen*
Signature

By: _____
Signature

Name and Title
STATE OF INDIANA)
COUNTY OF LAKE)



Before me, the undersigned, a Notary Public in and for said County and State, on this 27 day of May, 2015, personally appeared EVELYN GROEN

and _____ Not Individually but as Trustee, under the Provisions of a certain Trust Agreement dated March 21, 1995, known Trust Number 10157, and as GRANTOR, who acknowledged the execution of the foregoing Permanent Utility Easement Agreement as a voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Official Seal.
My Commission Expires: 10-29-2022
Theresa A. Wilson
Notary Public
Resident of LAKE County, IN

Acceptance by Town:

This conveyance and TEMPORARY CONSTRUCTION EASEMENT AGREEMENT is accepted by the Town of St. John, Lake County, Indiana, a Municipal Corporation, after action at a public meeting of the Town Council of the Town of St. John, Lake County, Indiana, and whereby the Town Council President and Town Clerk-Treasurer, or responsible Delagee, respectively, were duly authorized to execute and attest this Acceptance and Acknowledgment.

TOWN OF ST. JOHN, LAKE COUNTY, INDIANA,
a Municipal Corporation

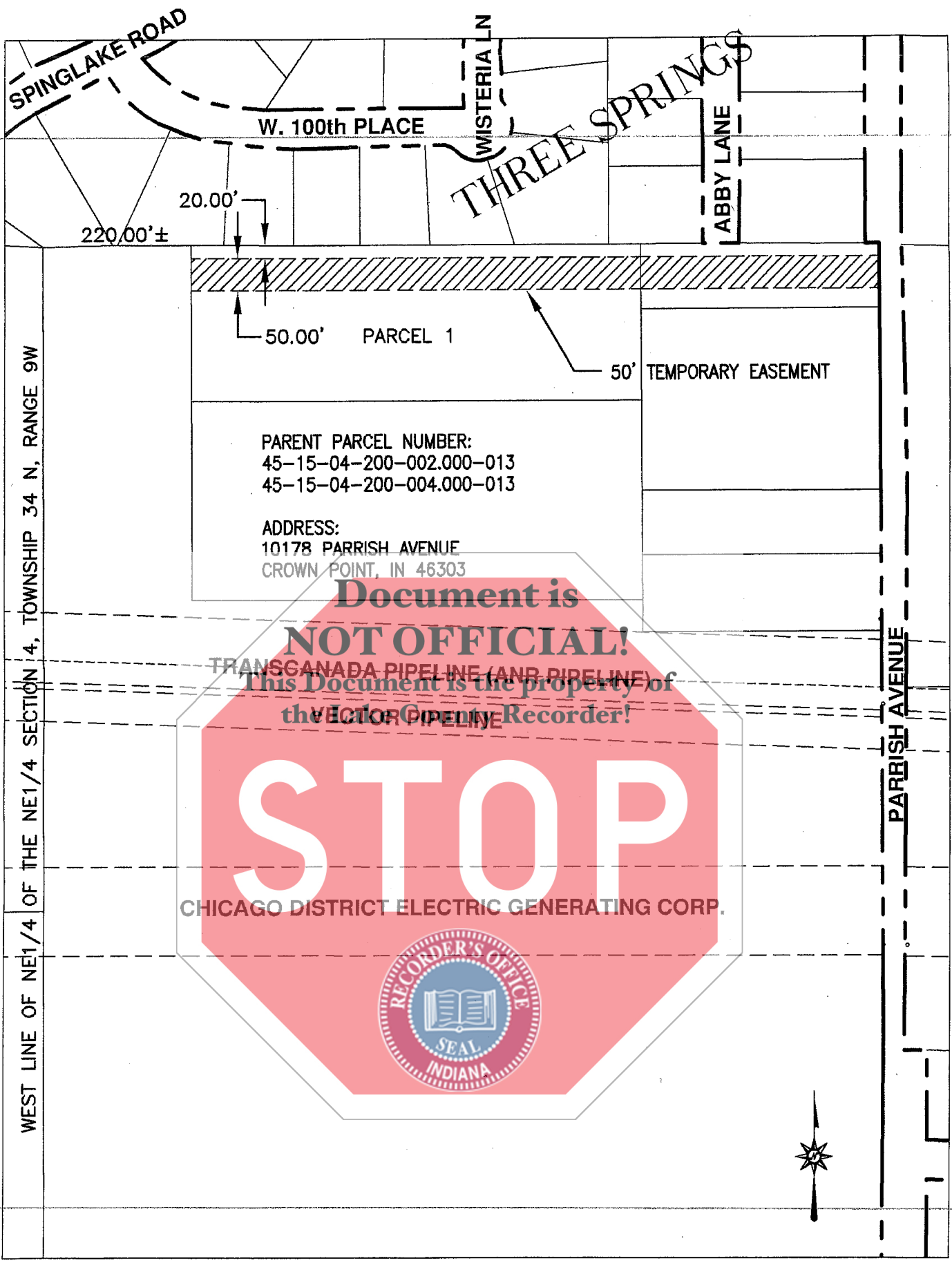
By: Michael S. Forbes
Michael S. Forbes, Town Council President

Attest: Sherry P. Sury
Sherry P. Sury, Clerk-Treasurer, or
Beverly J. Gawrys, Chief Deputy Clerk-Treasurer

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 JASAITIS P.C., 130 N. Main St., Crown Point, Indiana 46307.

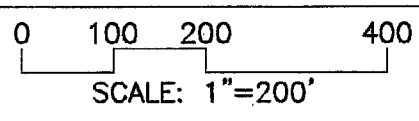
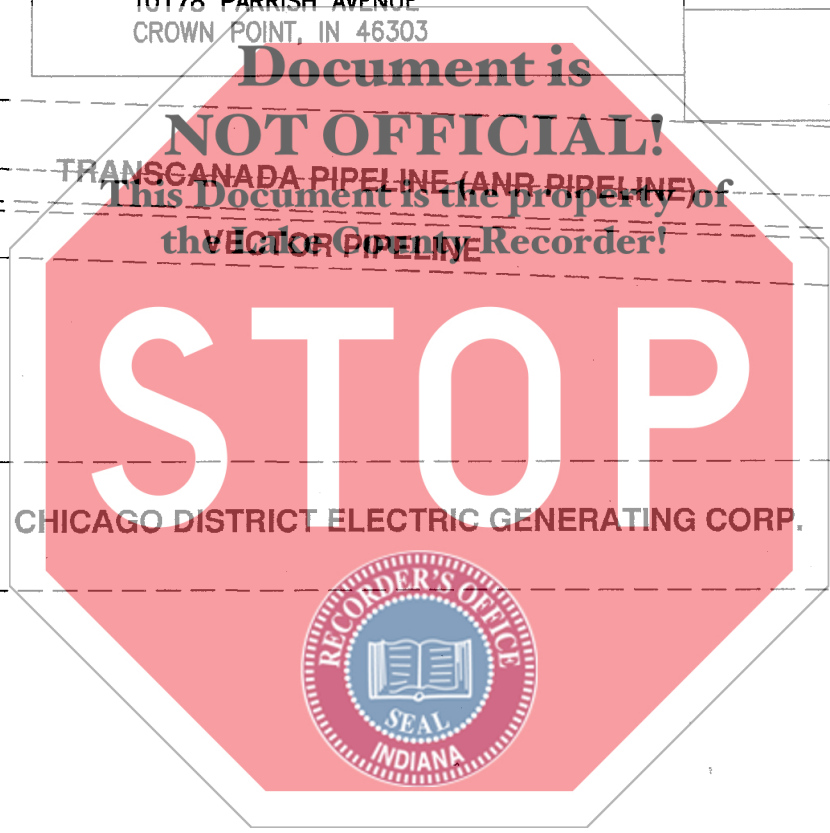


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PARENT PARCEL NUMBER:
 45-15-04-200-002.000-013
 45-15-04-200-004.000-013

ADDRESS:
 10178 PARRISH AVENUE
 CROWN POINT, IN 46303



EASEMENT NO. 15B (TEMPORARY)
 LIFT STATION NO. 1 REPLACEMENT
 DATE: 20141208

