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MICHAEL B. BROWN
RECORDER

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PERMANENT UTILITY EASEMENT AGREEMENT

THIS PERMANENT UTILITY 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 Permanent Utility Easement Agreement 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 public utility improvements, and all other related purposes 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 15A: A Permanent Utility Easement over and across the North twenty feet (20') 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

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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

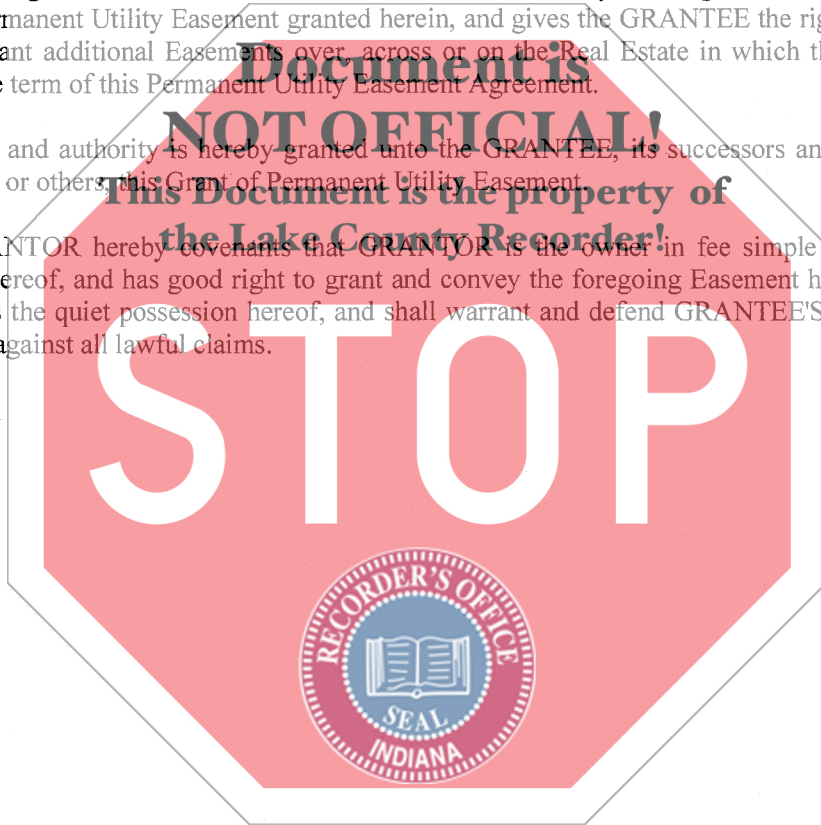
The GRANTEE shall have the right, at its expense, to enter along, over and upon the Permanent Utility Easement for the public purposes permitted herein, at will, and to make such alterations and improvements therein as may be necessary or useful for such public purposes; further, the GRANTEE shall have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

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.

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 Easement is hereby granted during the term of this Permanent Utility 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 Permanent Utility 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 Utility Easement against all lawful claims.



This Permanent Utility 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 Permanent Utility Easement this 27th day of May, 2015.

GRANTOR

By: *Evelyn Groen*
Signature

By: _____
Signature

Name and Title

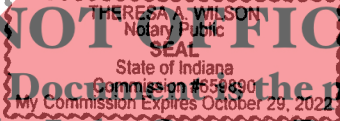
STATE OF INDIANA)

COUNTY OF LAKE)

Document is

NOT OFFICIAL!

This Document is the property of the Lake County Recorder!



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 PERMANENT UTILITY 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

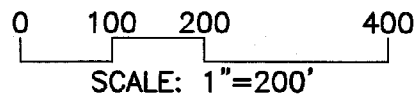
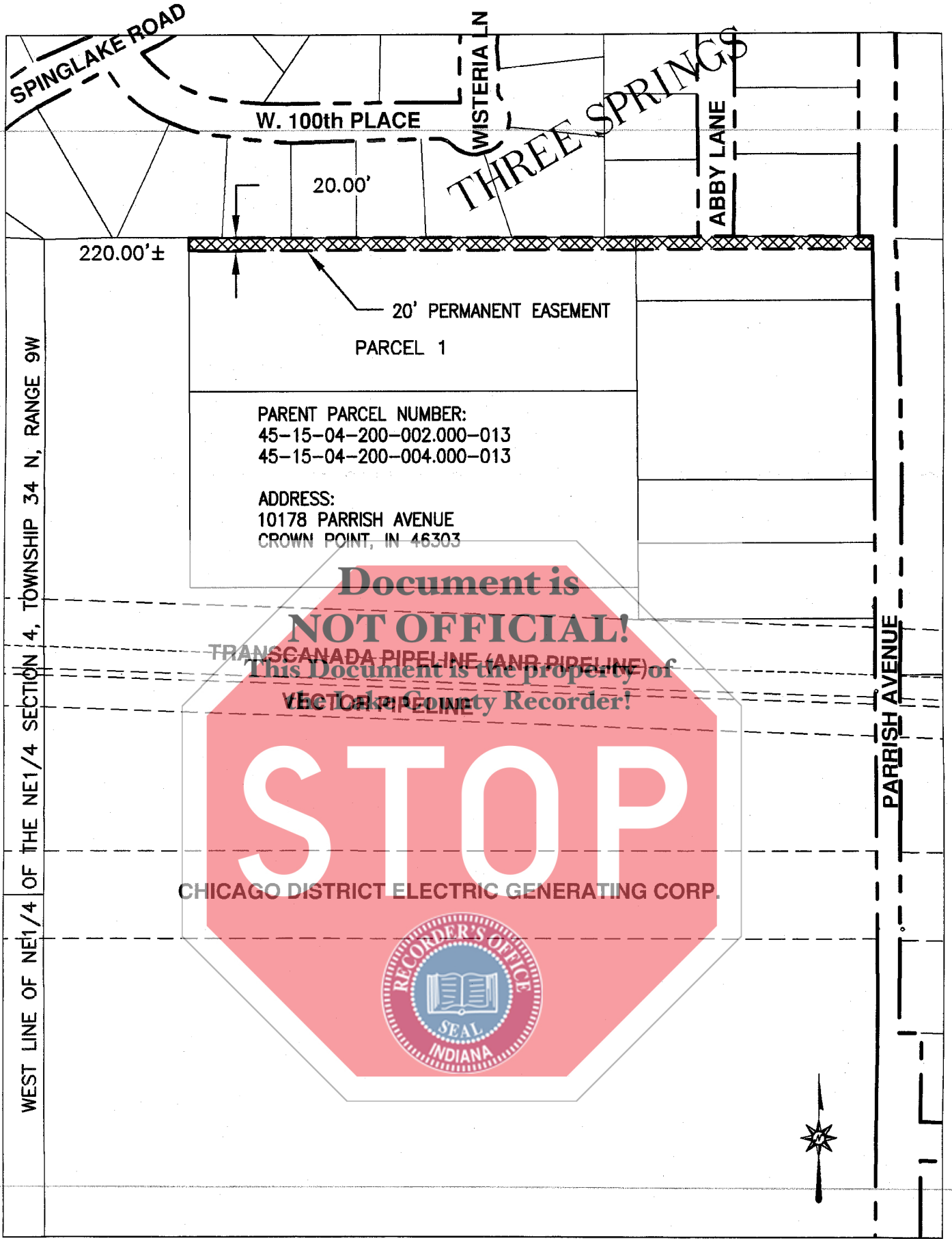
By: Michael S. Forbes
Michael S. Forbes, Town Council President

Attest: Sherry P. Jury
Sherry P. Jury, Clerk-Treasurer,
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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EASEMENT NO. 15A (PERMANENT)
LIFT STATION NO. 1 REPLACEMENT
DATE: 20141208