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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 7th day of April, 2015, by and between **Dale E. Huseman and Deborah L. Huseman**, Husband and Wife, hereinafter "GRANTOR", whose mailing address is 10179 Parrish Street, St. John, Indiana 46373, 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.

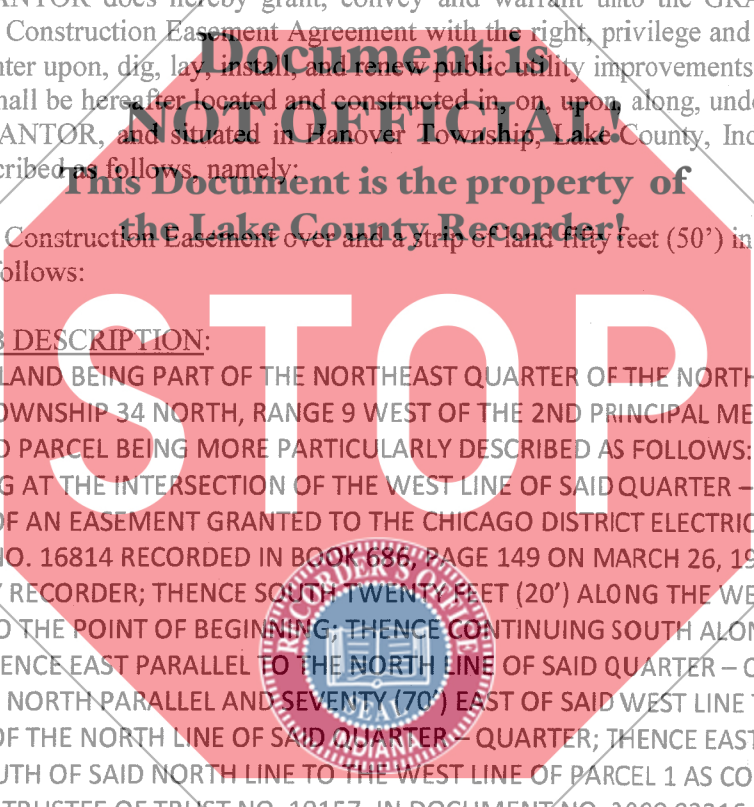
GRANTOR states and represents that it owns and has title to certain Real Estate located in Hanover Township, Lake County, Indiana, and seeks to grant and convey an Easement to GRANTEE for public utility improvements, and all other related purposes over the Real Estate.

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:

A Temporary Construction Easement over and a strip of land fifty feet (50') in width more particularly described as follows:

PARCEL 14B DESCRIPTION:

A PARCEL OF LAND BEING PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER IN SECTION 4, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID QUARTER - QUARTER AND THE SOUTH LINE OF AN EASEMENT GRANTED TO THE CHICAGO DISTRICT ELECTRIC GENERATING CORP. IN DOCUMENT NO. 16814 RECORDED IN BOOK 686, PAGE 149 ON MARCH 26, 1957 IN THE OFFICE OF THE LAKE COUNTY RECORDER; THENCE SOUTH TWENTY FEET (20') ALONG THE WEST LINE OF SAID QUARTER - QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG SAID WEST LINE, FIFTY FEET (50'); THENCE EAST PARALLEL TO THE NORTH LINE OF SAID QUARTER - QUARTER, SEVENTY FEET (70'); THENCE NORTH PARALLEL AND SEVENTY (70') EAST OF SAID WEST LINE TO A POINT SEVENTY FEET (70') SOUTH OF THE NORTH LINE OF SAID QUARTER - QUARTER; THENCE EAST PARALLEL AND SEVENTY FEET (70') SOUTH OF SAID NORTH LINE TO THE WEST LINE OF PARCEL 1 AS CONVEYED TO PEOPLES BANK, SB., AS TRUSTEE OF TRUST NO. 10157, IN DOCUMENT NO. 2000 03216 RECORDED ON APRIL 4, 2000, IN THE OFFICE OF THE LAKE COUNTY RECORDER; THENCE NORTH ALONG THE WEST LINE OF SAID



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JOHN E. PETALAS
LAKE COUNTY AUDITOR

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PARCEL 1, FIFTY FEET (50'); THENCE WEST PARALLEL AND TWENTY FEET (20') SOUTH OF THE NORTH LINE OF SAID QUARTER – QUARTER TO A POINT TWENTY FEET (20') EAST OF THE WEST LINE OF SAID QUARTER – QUARTER; THENCE SOUTH PARALLEL AND TWENTY FEET (20') EAST OF THE WEST LINE OF SAID QUARTER – QUARTER TO A POINT TWENTY FEET (20') SOUTH OF THE SOUTH LINE OF THE ABOVE-SAID EASEMENT; THENCE WEST TWENTY FEET (20') TO THE POINT OF BEGINNING.

PARENT PARCEL NUMBER: 45-15-04-200-013.000-013
COMMONLY KNOWN AS: Parrish Avenue, St. John, IN 46373

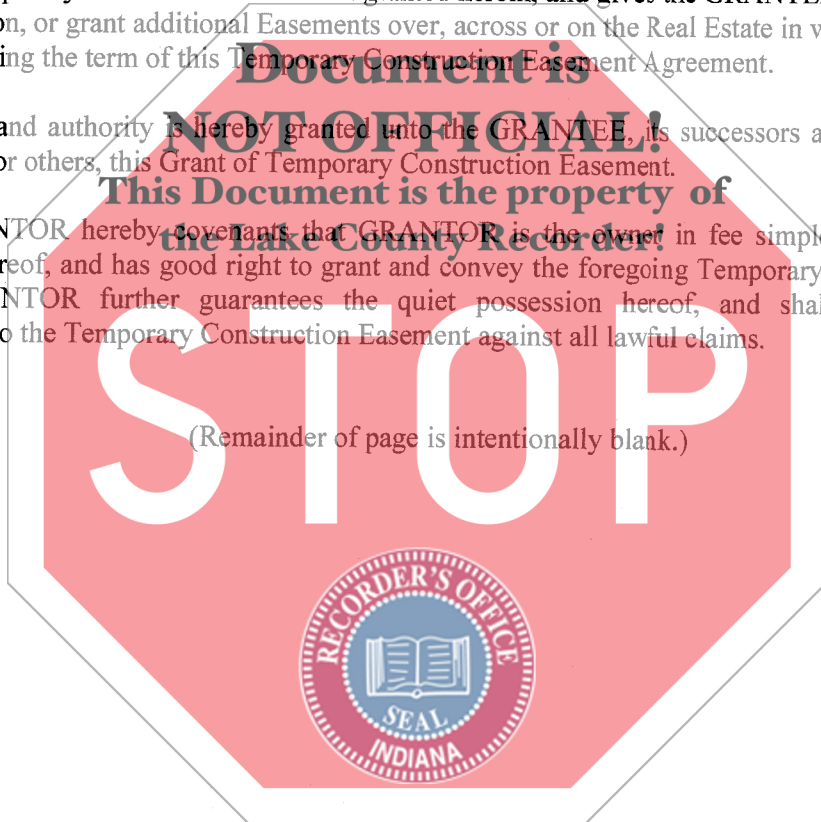
The GRANTEE covenants that it will, upon completion of the construction and installation of the public utility improvements and appurtenances, and all other public utility improvements, at its own expense, restore or cause to be restored the area disturbed by its work to as near original condition as 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.

(Remainder of page is intentionally blank.)



This Temporary Construction 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 Apr., 2015.

GRANTOR

By: Dale E. Huseman
Dale E. Huseman

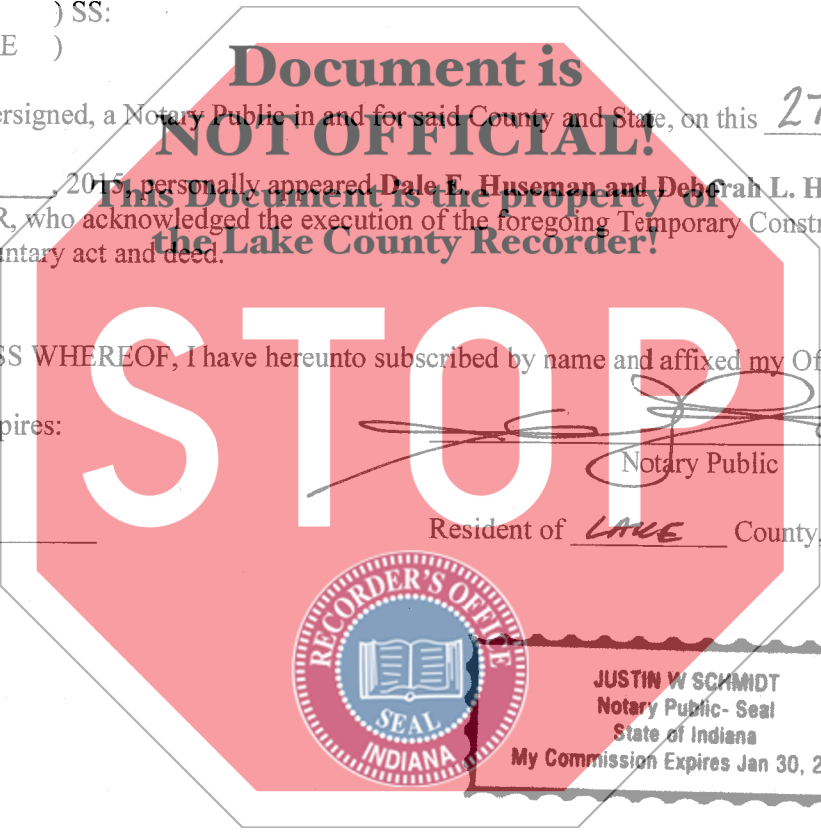
By: Deborah L. Huseman
Deborah L. Huseman

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 27th day of April, 2015, personally appeared Dale E. Huseman and Deborah L. Huseman, Husband and Wife, as GRANTOR, who acknowledged the execution of the foregoing Temporary Construction 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: 01/30/2021

[Signature]
Notary Public
Resident of LAKE County, IN



JUSTIN W SCHMIDT
Notary Public - Seal
State of Indiana
My Commission Expires Jan 30, 2021

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

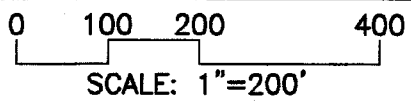
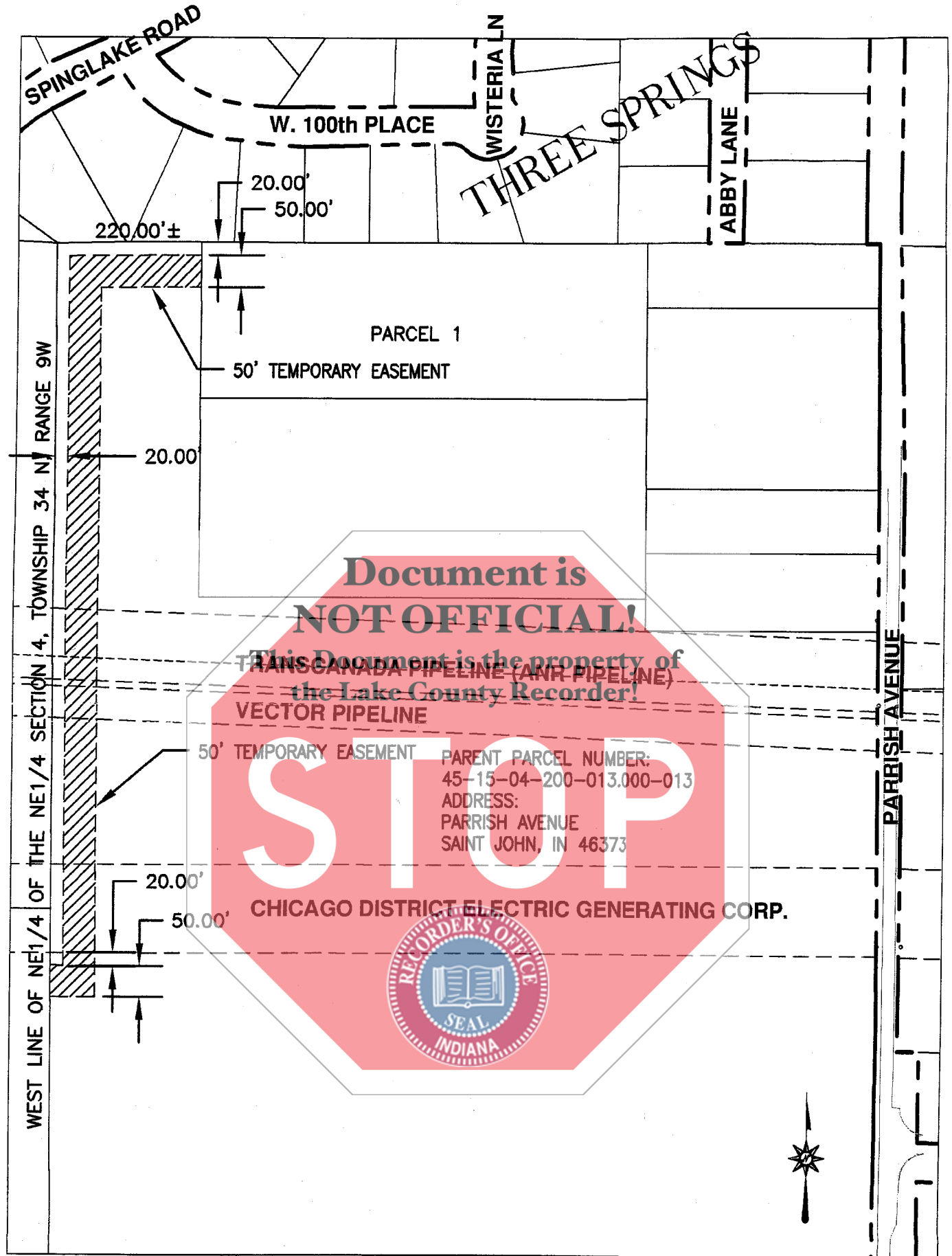
Attest: Beverly J. Sawrys
Sherry P. Sury, Clerk-Treasurer, or
Beverly J. Sawrys, Chief Deputy Clerk-Treasurer

**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

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.





EASEMENT NO. 14B (TEMPORARY)
 LIFT STATION NO. 1 REPLACEMENT
 DATE: 20141208