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MICHAEL B. BROWN
RECORDER

PERMANENT UTILITY EASEMENT AGREEMENT

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THIS PERMANENT UTILITY EASEMENT AGREEMENT (hereinafter "Easement"), made this 27th 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 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:

A Permanent Utility Easement over and across a strip of land twenty feet (20') in width more particularly described as follows:

PARCEL 14A 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: BEGINNING 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 NORTH ALONG THE WEST LINE OF SAID QUARTER - QUARTER TO THE NORTHWEST CORNER THEREOF; THENCE EAST APPROXIMATELY 220 FEET TO THE NORTHWEST CORNER 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 SOUTH ALONG THE WEST LINE OF SAID PARCEL 1, TWENTY FEET (20'); 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

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JOHN E. PETALAS
LAKE COUNTY AUDITOR

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THE SOUTH LINE OF THE ABOVE-SAID EASEMENT; THENCE WEST TWENTY FEET (20') TO A POINT ON THE WEST LINE OF SAID QUARTER – QUARTER; THENCE NORTH TWENTY FEET (20') ALONG SAID WEST LINE 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 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.

(Remainder of page is intentionally blank.)



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

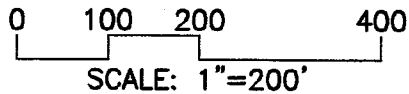
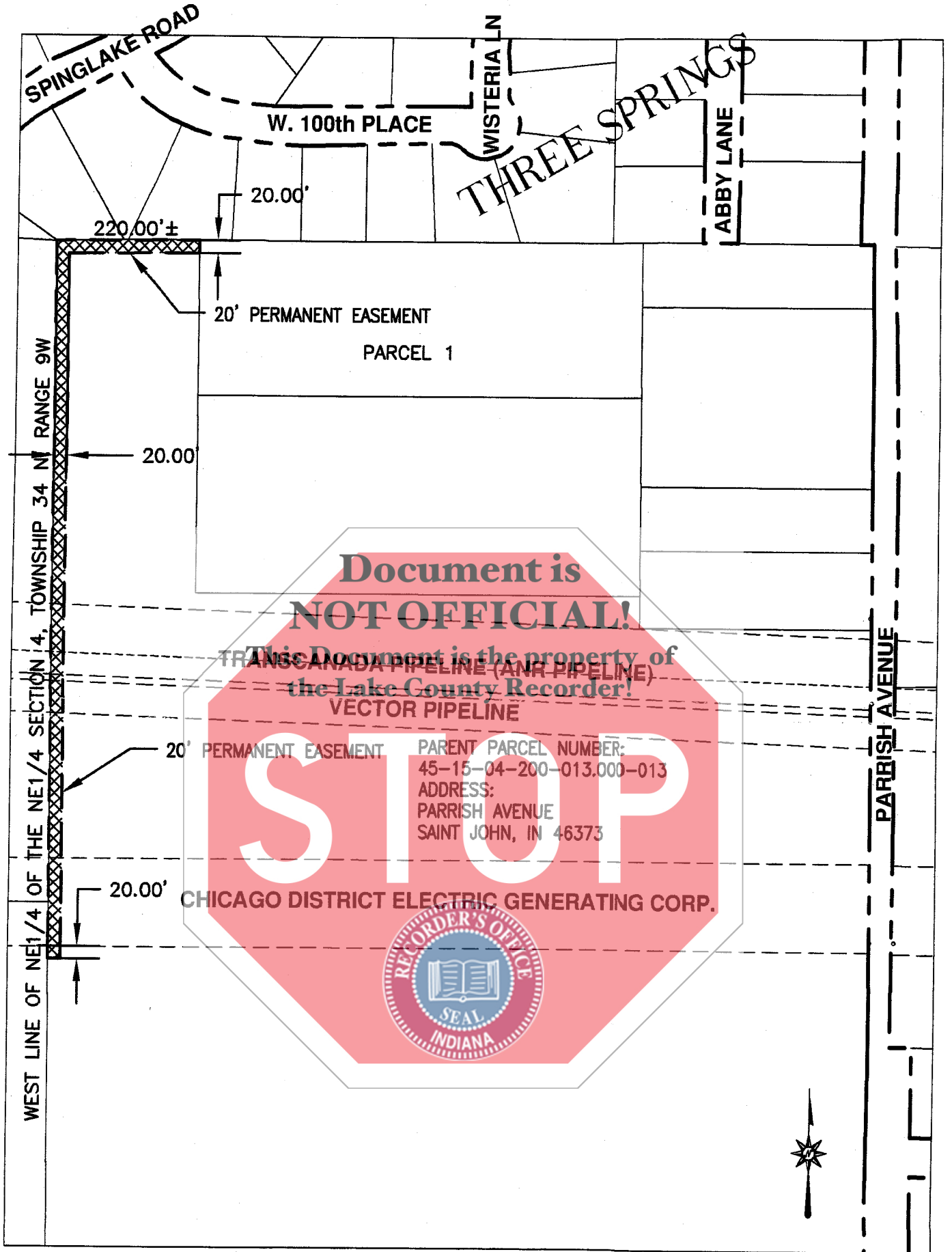
Attest: *Beverly J. Gawrys*
Sherry P. Suny, Clerk-Treasurer, or
Beverly J. Gawrys, Chief Deputy Clerk-Treasurer

**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. 14A (PERMANENT)
LIFT STATION NO. 1 REPLACEMENT
DATE: 20141208