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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 24 day of August, 2015, by and between **GDS HOLDING LLC**, an Indiana Limited Liability Company, hereinafter "GRANTOR", whose mailing address is 9456 Olcott Avenue, St. John, IN 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.

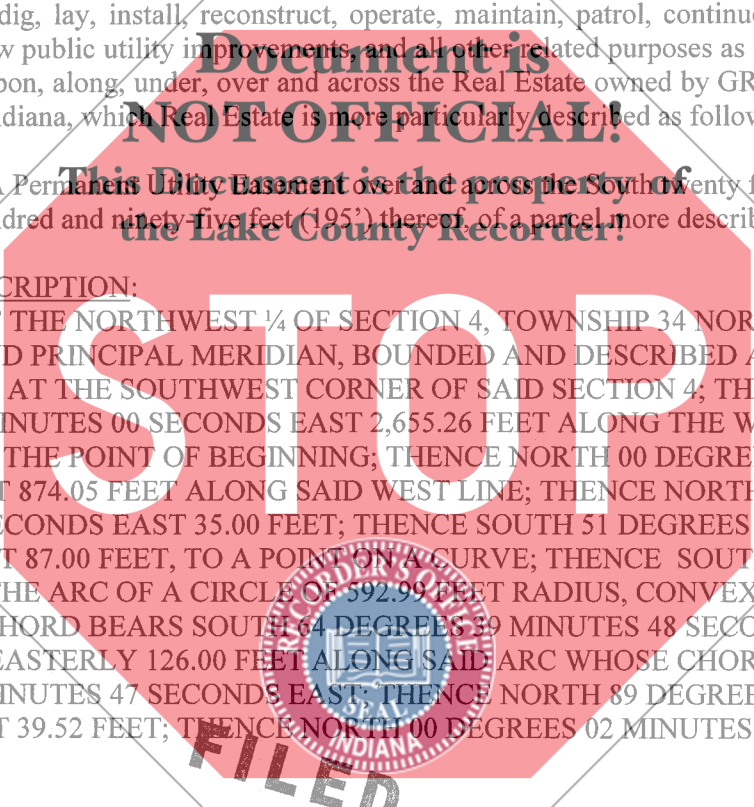
GRANTOR states and represents that it owns and has title to certain Real Estate located in St. John, Lake County, Indiana, and seeks to grant and convey an Easement to GRANTEE for public utility improvements, and all other related purposes over the Real Estate.

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 St. John, Lake County, Indiana, which Real Estate is more particularly described as follows, namely:

PARCEL 5A: A Permanent Utility Easement over and across the South twenty feet (20'), EXCEPTING the West one hundred and ninety-five feet (195') thereof, of a parcel more described as follows:

PARCEL 5 DESCRIPTION:

THAT PART OF THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 2,655.26 FEET ALONG THE WEST LINE OF SAID SECTION 4, TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 874.05 FEET ALONG SAID WEST LINE; THENCE NORTH 89 DEGREES 59 MINUTES 38 SECONDS EAST 35.00 FEET; THENCE SOUTH 51 DEGREES 17 MINUTES 52 SECONDS WEST 87.00 FEET, TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 276.56 FEET ALONG THE ARC OF A CIRCLE OF 592.99 FEET RADIUS, CONVEX SOUTHWESTERLY AND WHOSE CHORD BEARS SOUTH 64 DEGREES 39 MINUTES 48 SECONDS EAST; THENCE CONTINUING EASTERLY 126.00 FEET ALONG SAID ARC WHOSE CHORD BEARS SOUTH 84 DEGREES 03 MINUTES 47 SECONDS EAST; THENCE NORTH 89 DEGREES 53 MINUTES 49 SECONDS EAST 39.52 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 08 SECONDS WEST



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JOHN E. PETALAS
LAKE COUNTY AUDITOR

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756.51 FEET TO THE SOUTH LINE OF THE COMMONWEALTH EDISON COMPANY EASEMENT; THENCE SOUTH 89 DEGREES 40 MINUTES 34 SECONDS EAST 151.96 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00 DEGREES 02 MINUTES 20 SECONDS WEST 70.00 FEET TO THE CENTERLINE OF SAID EASEMENT; THENCE SOUTH 89 DEGREES 40 MINUTES 34 SECONDS EAST 313.42 FEET ALONG SAID CENTERLINE; THENCE SOUTH 00 DEGREES 42 MINUTES 03 SECONDS EAST 782.63 FEET; THENCE SOUTH 00 DEGREES 42 MINUTES 03 SECONDS EAST 330.00 FEET; THENCE NORTH 61 DEGREES 11 MINUTES 58 SECONDS EAST 170.04 FEET TO THE WEST LINE OF THE CHICAGO, INDIANA AND SOUTHERN RAILROAD; THENCE SOUTH 00 DEGREES 42 MINUTES 03 SECONDS EAST 486.54 FEET ALONG SAID WEST LINE; THENCE NORTH 89 DEGREES 48 MINUTES 52 SECONDS WEST 1,147.57 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING, IN LAKE COUNTY, INDIANA, EXCEPT THAT PART TAKEN FOR ROADWAY PURPOSES.

PARENT PARCEL NUMBERS: 45-15-04-151-003.000-015 & 45-15-04-151-004.000-015
COMMONLY KNOWN AS: Vacant land on U.S. 41, 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 conditions 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 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.

The GRANTOR has presented and the GRANTEE accepted an Addendum to the Agreement, which is included as Exhibit "B" and made a part hereof, as if included in its entirety.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Grant of Permanent Utility Easement this 24th day of AUGUST, 2015.

GRANTOR

By: GDS HOLDING, INC.

By: _____

Name: *Madeline R. M...*

Name: _____

Title: MANAGER

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 24 day of August, 2015, personally appeared the above-named persons, not individually, but as duly appointed representatives of GDS Holding LLC, an Indiana Limited Liability Company, 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 my name and affixed my Official Seal.

My Commission Expires:

6-15-16

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Denise M. Walsh
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, were duly authorized to execute and attest this Acceptance and Acknowledgment.

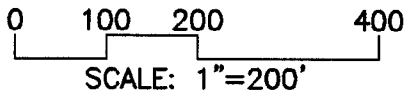
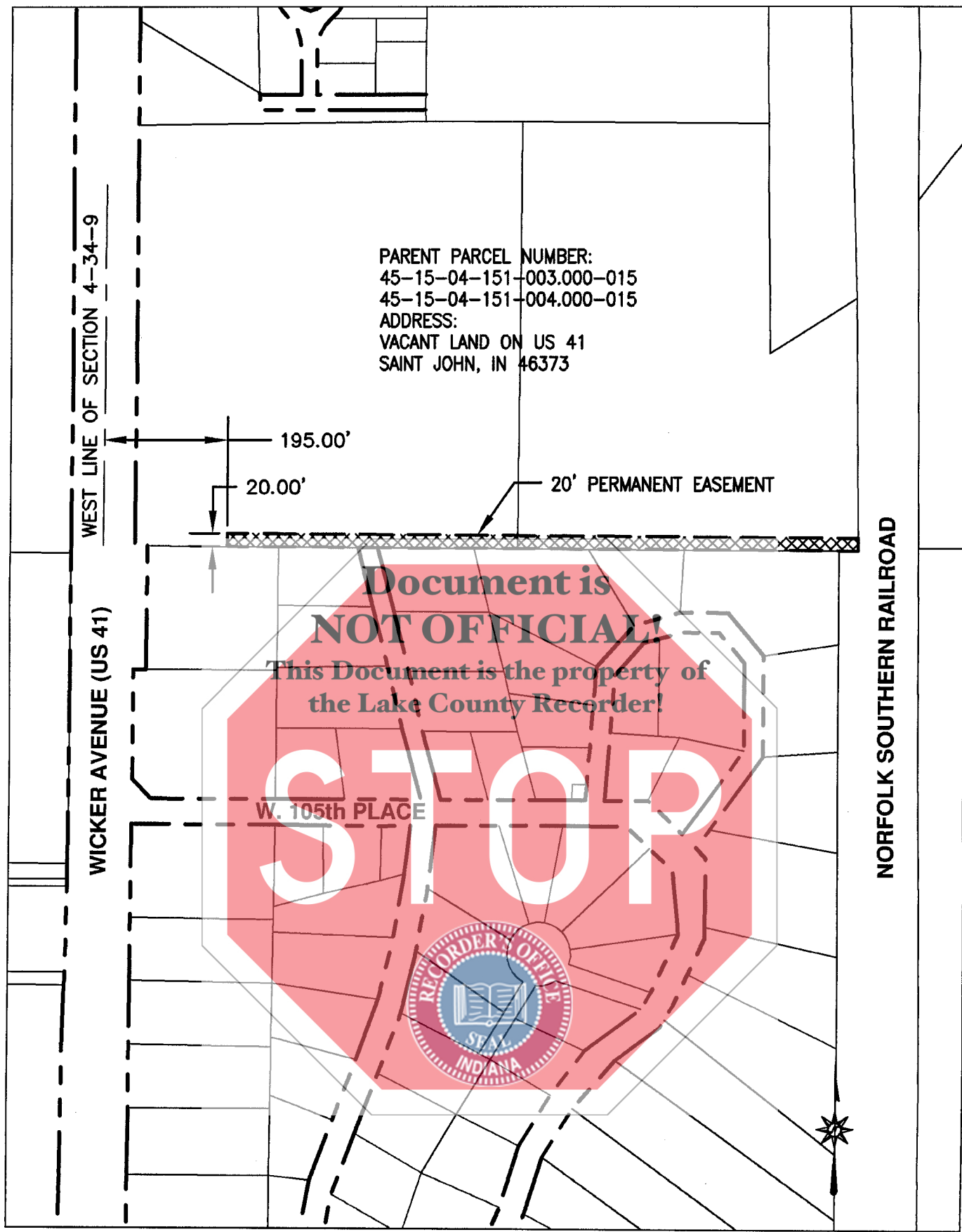
TOWN OF ST. JOHN, LAKE COUNTY, INDIANA,
a Municipal Corporation

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

Attest: Sherry P. Sury
Sherry P. Sury, Clerk-Treasurer

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. 5A (PERMANENT)
 LIFT STATION NO. 1 REPLACEMENT
 DATE: 20141208

EXHIBIT "B"

ADDENDUM TO TEMPORARY AND PERMANENT EASEMENT AGREEMENTS

The Town of St. John and/or its Sanitary District (hereinafter St. John) shall, as a condition of the foregoing grants of temporary and permanent easements, complete the following as part of any project installing utilities across and along the subject easements


1. All permanent, and all temporary easements shall be cleared of all trees, scrub/shrub and bramble. Clearing shall include the removal of all debris, chips, cuttings, stumps of other vegetative materials either by chipping and spreading equally across the easements or by removal from the premises. All stumps equal to, or greater than, three inches (3") in diameter shall be ground out or otherwise removed.
2. Granular or Structural backfill shall be placed within any trench or excavation in any of the temporary or permanent easements, beginning at a point lying thirty feet (30') west of the west right-of-way line of Bailey Street (formerly Hilltop) to a point lying three hundred feet (300') east of the east right-of-way line of Bailey Street (formerly Hilltop) and to within one foot (1') of the finish grade to facilitate future development of the parcel as depicted on Exhibit "A" attached ^{"C"}.
3. St. John shall be responsible for all Soil Erosion requirements (IDEM Rule 5), including but not limited to, permitting, inspections, reporting, restoration, maintenance, and termination. Copies of all written materials concerning Rule 5, wetland issues, flood plains or floodways, delivered to or received from the Indiana DNR, US Army Corps of Engineers, US EPA or any other State or Federal regulatory agency with claimed jurisdiction shall be provided to Michael L. Muenich, Manager GDS Holding, LLC promptly upon delivery or receipt.
4. St. John shall be responsible for all permitting for construction within a Regulated Drain, including but not limited to, permitting, inspections, reporting, restoration, and maintenance. Copies of all written materials concerning construction within a Regulated Drain, delivered to or received from the Lake County Drainage Board Indiana DNR or similar regulatory agency with claimed jurisdiction over creeks, streams, drains, or rivers, shall be provided to Michael L. Muenich, Manager GDS Holding, LLC promptly upon delivery or receipt.
5. St. John shall co-ordinate any Wetland Delineations, either in existence as previously filed by GDS Holding, LLC with IDEM and/or the US Army Corps of Engineers, or to be completed and filed by the Town of St. John and/or its Sanitary District. Co-ordination shall be through Earth Source, Inc of Fort Wayne, Indiana, attn: Mr. Eric Ellingson, with copies of any written or printed materials or documents to Michael L. Muenich, Manager GDS Holding, LLC promptly upon delivery or receipt.

6. All above ground appurtenances, manholes, valve boxes, pressure relief vales or similar shall be marked with a four inch (4") vertical steel pipe, extending not less than four feet (4') above ground and set not less than four feet (4') in the ground, painted white with a yellow cap for the purpose of later location and identification.
6. St. John shall restore all disturbed areas, permanent or temporary, to a graded and finished condition, free of excessive crowning, settlement, potholes, sinkholes or similar depressions, seeded with a suitable grass mixture, both temporary and permanent, to avoid erosion and to provide a mowable surface for subsequent maintenance.
8. Upon completion and acceptance, St. John shall provide GDS Holding, LLC with as-built drawings of all installed improvements, including pipe sizes, locations, and depths, location and identification of appurtenances and pipe markers, and the location, size and dimensions of any and all crossing sleeves or similar infrastructure.
9. Within one (1) year of completion of the project, St. John shall release any and all temporary easements upon the parcel.

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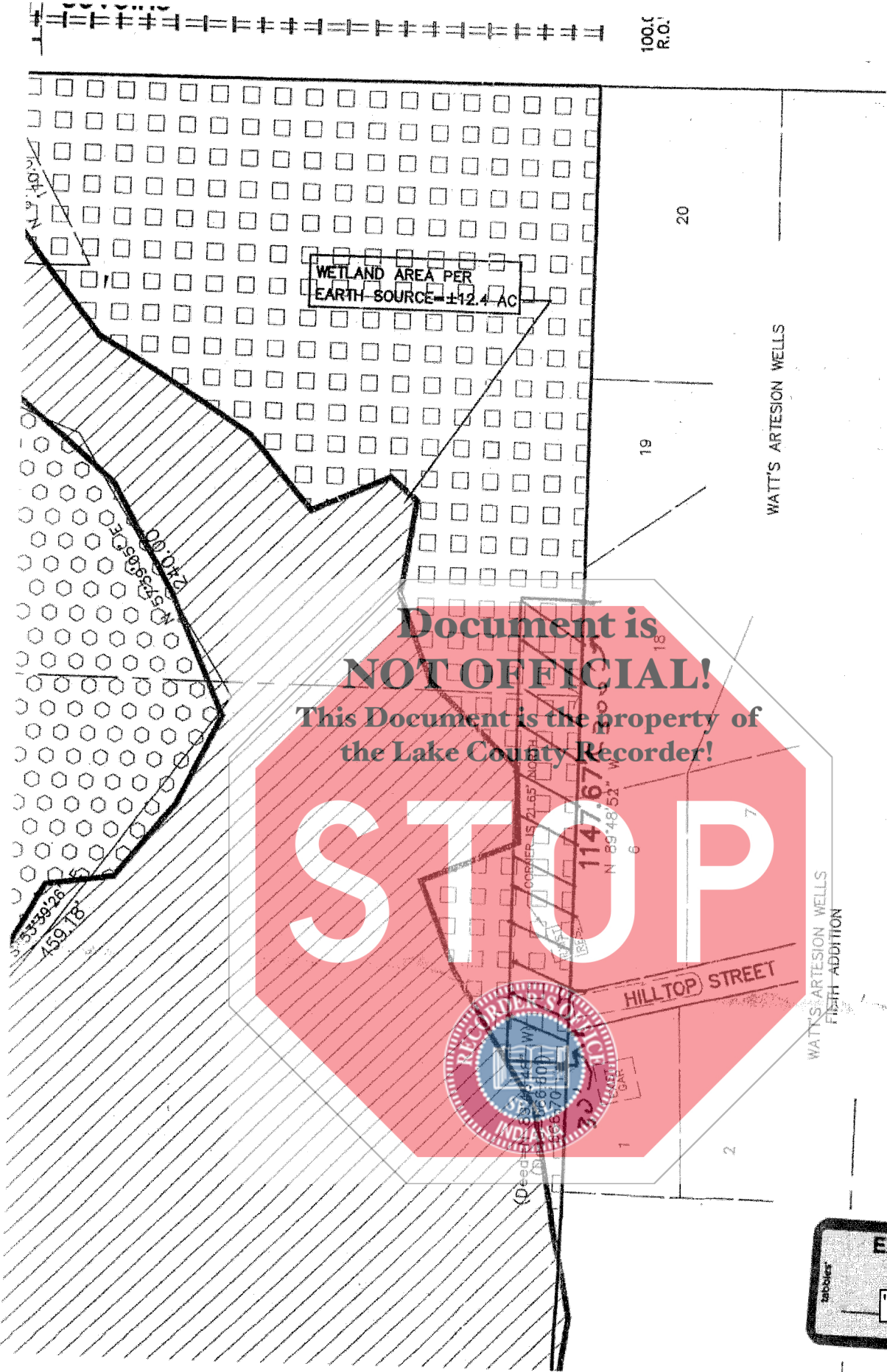
TOWN OF ST. JOHN GDS HOLDING, LLC

By: *Michael L. Muenich* By: *Michael L. Muenich*
Michael L. Muenich It's Manager

ST. JOHN SANITARY DISTRICT

By: *Paul Beaudin*

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R.O.'



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