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MICHAEL B. BROWN
RECORDER

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (hereinafter "Easement") made this 11 day of April, 2015, by and between **Raymond J. Wachter**, hereinafter "GRANTOR", whose mailing address is 10620 Wicker 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 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 St. John, Lake County, Indiana, which Real Estate is more particularly described as follows, namely:

PARCEL 3B: A Temporary Construction Easement over and across the North fifty feet (50') of the East fifty feet (50') of a parcel described as follows:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 5; TOWNSHIP ~34 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH 480.00 FEET OF THE EAST 418.00 FEET OF SAID SOUTHEAST 1/4; THENCE SOUTH 0 DEGREES 28 MINUTES 07 SECONDS WEST ALONG THE WEST LINE OF THE EAST 418.00 FEET OF SAID SOUTHEAST 1/4, 155.53 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 53 SECONDS WEST 1064.71 FEET TO THE CENTERLINE OF THE WEST CREEK DITCH; THENCE NORTH 14 DEGREES 41 MINUTES 13 SECONDS EAST ALONG SAID CENTERLINE, 657.23 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 89 DEGREES 31 MINUTES 53 SECONDS EAST ALONG SAID NORTH LINE, 1251.29 FEET TO THE WEST LINE OF U.S. HIGHWAY 41 (WICKER AVENUE) RIGHT-OF-WAY; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY TO THE SOUTH LINE OF A FORESAID NORTH 480.00 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE, 358.00 FEET TO THE POINT OF BEGINNING.

FILED

OCT 01 2015

JOHN E. PETALAS
LAKE COUNTY AUDITOR

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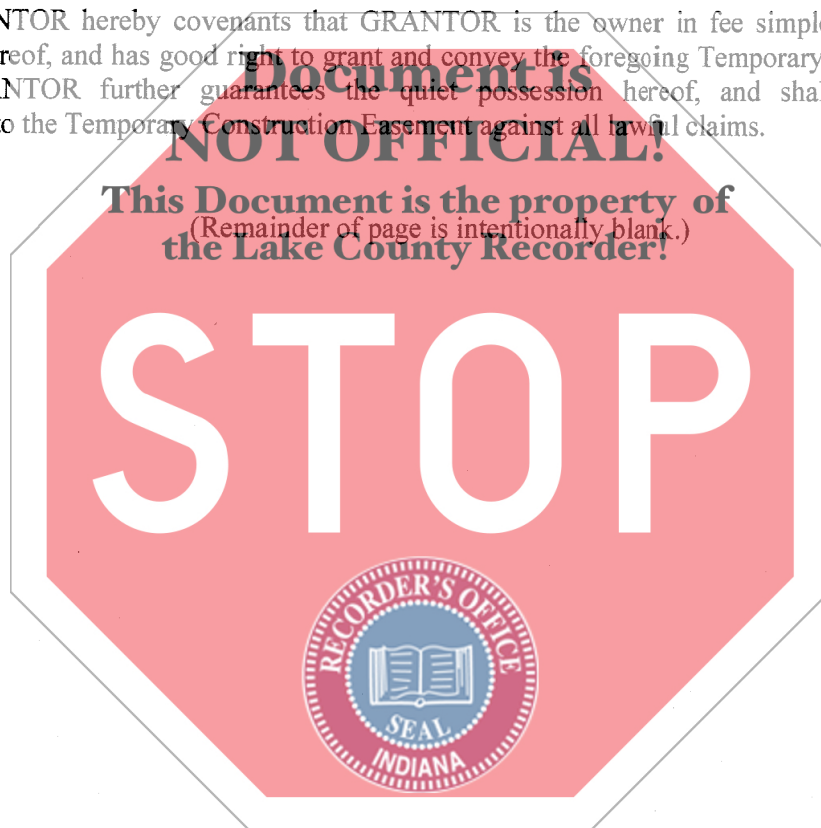
PARENT PARCEL NUMBER: 45-15-05-426-008.000-015
COMMONLY KNOWN AS: 10620 Wicker Avenue, St. John, IN 46373

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.



Acceptance by Town:

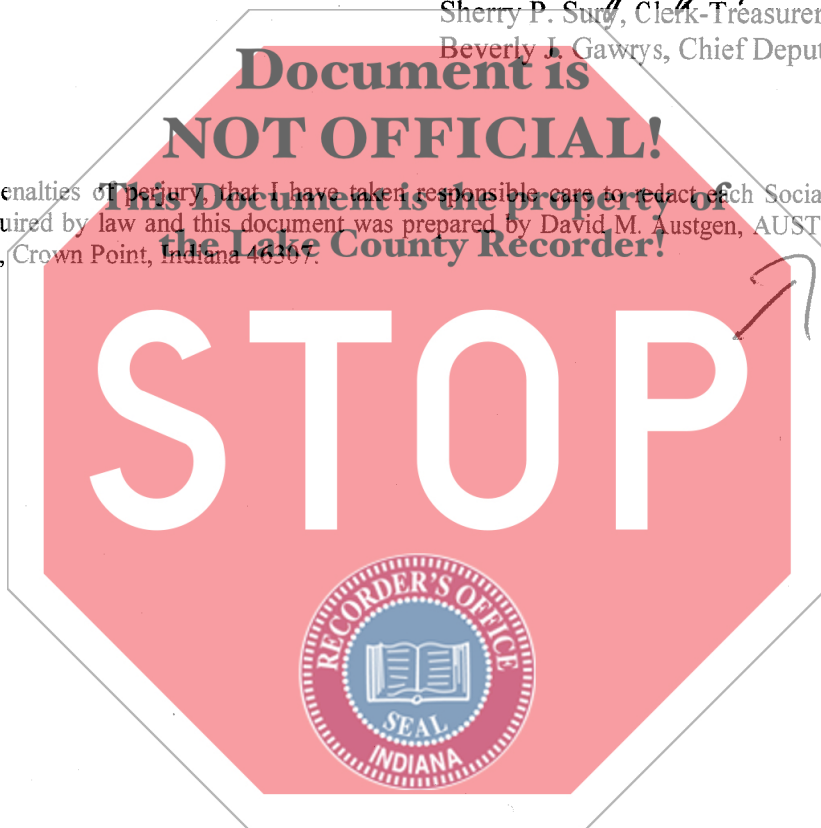
This conveyance and TEMPORARY CONSTRUCTION EASEMENT AGREEMENT is accepted by the Town of St. John, Lake County, Indiana, a Municipal Corporation, after action at a public meeting of the Town Council of the Town of St. John, Lake County, Indiana, and whereby the Town Council President and Town Clerk-Treasurer, 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. Gawrys
Sherry P. Suro, 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.



LIFT STATION NO. 1

50.00'

50.00'

50'x50' TEMPORARY EASEMENT

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

PARENT PARCEL NUMBER:
45-15-05-426-008.000-015

ADDRESS:
10620 WICKER AVENUE
SAINT JOHN, IN 46373

STOP

WICKER AVENUE (US 41)

W. 105th PLACE



0 50 100 200
SCALE: 1"=100'

EASEMENT NO. 3B (TEMPORARY)
LIFT STATION NO. 1 REPLACEMENT
DATE: 20141208