

2015 067598

2015 OCT 01 AM 9:51

MICHAEL B. BROWN
RECORDER

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PERMANENT UTILITY EASEMENT AGREEMENT

THIS PERMANENT UTILITY 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 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 3A: A Permanent Utility Easement over and across the East twenty feet (20') of the North fifty feet (50') of the 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 AFORESAID 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

015824

19.
ck. 21986
BT

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

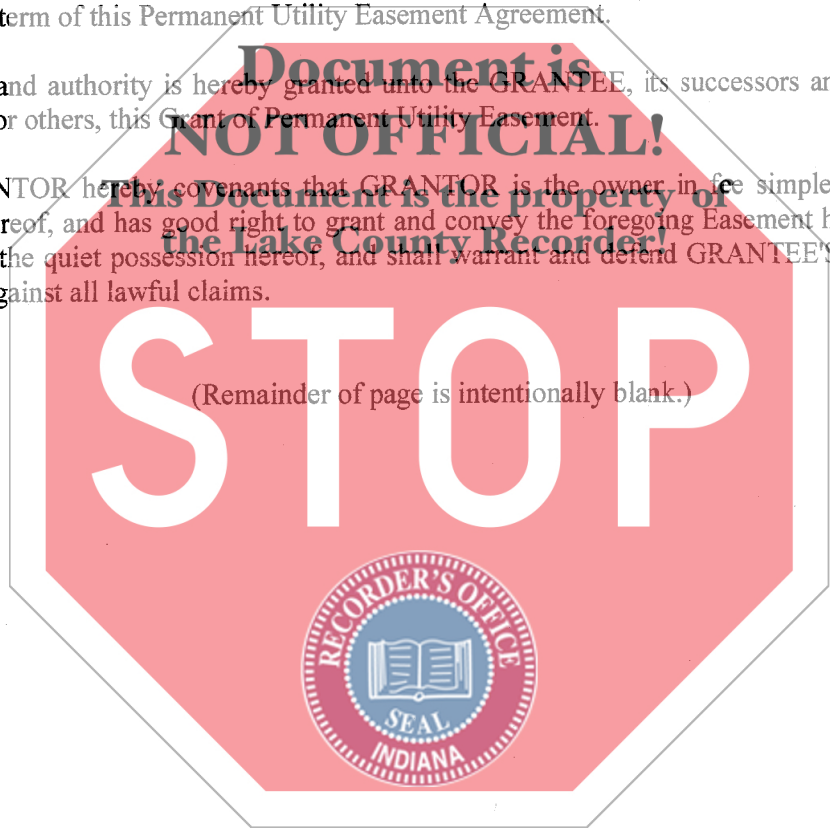
The GRANTEE shall have the right, at its expense, to enter along, over and upon the Permanent Utility Easement for the public purposes permitted herein, at will, and to make such alterations and improvements therein as may be necessary or useful for such public purposes; further, the GRANTEE shall have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



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. Sury, Clerk-Treasurer, or
Beverly J. Gawrys, Chief Deputy Clerk-Treasurer

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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 SITE

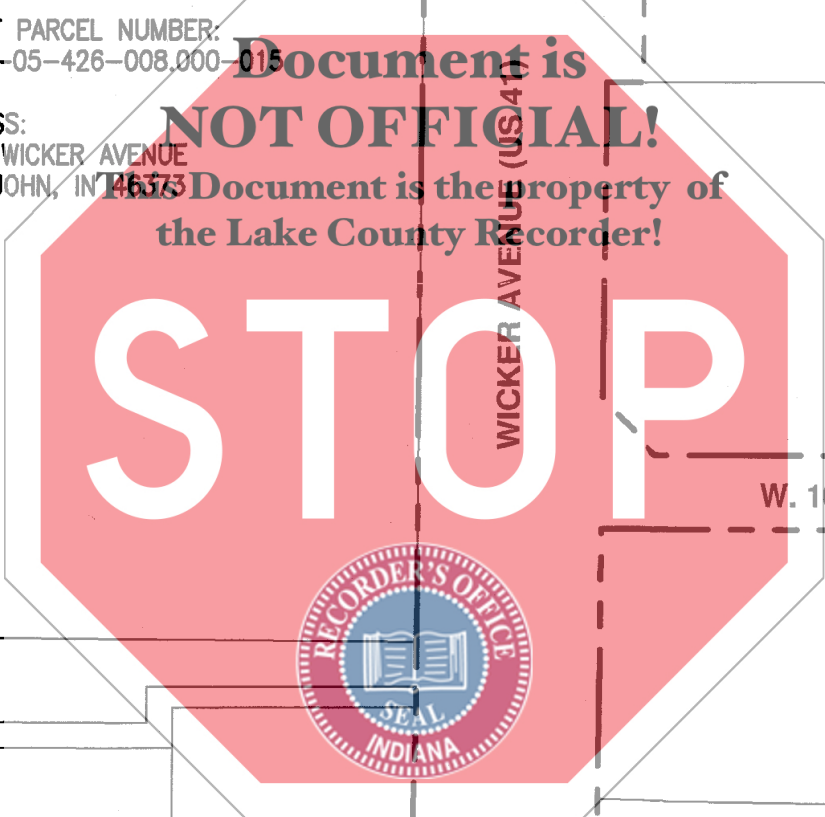
20' PERMANENT EASEMENT

50.00'

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

ADDRESS:
10620 WICKER AVENUE
SAINT JOHN, IN 46573

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W. 105th PLACE



0 50 100 200

SCALE: 1"=100'

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EASEMENT NO. 3A (PERMANENT)
LIFT STATION NO. 1 REPLACEMENT
DATE: 20141208