

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

REC'D  
AUG 28 2016  
TOWN

2016 054862

2016 AUG 11 PM 2:17

MICHAEL B. BROWN  
RECORDER

### MUNICIPAL UTILITY EASEMENT TOWN OF LOWELL, INDIANA

THIS INDENTURE made this 26<sup>TH</sup> day of JULY, 2016, by and between  
Stephan-Reif Farm, LLC, (hereinafter "GRANTOR"), and the Town of Lowell, Indiana, through  
its Department of Public Works, (hereinafter "GRANTEE"):

**WITNESSETH**, that for and in consideration of the mutual covenants herein set forth and other valuable consideration, the receipt of which is hereby acknowledged, GRANTOR for himself, herself, themselves, his, her, their administrators, successors and assigns, do(es) hereby grant, bargain, sell, convey and warrant unto GRANTEE, its grantees, successors and assigns, an exclusive perpetual easement to enter upon, dig, lay, erect, construct, install, reconstruct, renew and operate, maintain and patrol, replace, repair and continue sanitary sewers, storm sewers and/or water mains or lines, including, but not limited to, mains, sub-mains, local, lateral, outfall, force, or interceptor sewers, ~~as part of GRANTEE'S system and works for~~ the collection, carriage, treatment or disposal of waste, sewage or stormwater and mains for distribution of potable water for or on behalf of the Town of Lowell, Indiana, as shall be hereafter located and constructed along and in the easements granted herein on the following described real estate and premises owned by GRANTOR and situated in the County of Lake, State of Indiana, to-wit:

A 50 foot wide parcel of land being a part of the East Half of the Northwest Quarter and the West Half of the Northeast Quarter of Section 36, Township 33 North, Range 9 West, Lake County, Indiana and being part of Instrument Number 2000-079836 in the Office of the Recorder of Lake County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of Lot 1 in 5460 Belshaw Addition to the Town of Lowell, as recorded in Plat Book 109, Page 02, in the Office of the Lake County Recorder; thence South 00°30'58" East along said the West line of said Lot 1, extended South, 55.85 feet to the centerline of Belshaw Road; thence South 63°02'05" West along said centerline

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By: TT \_\_\_\_\_ 25184

\$17.00  
M-E  
CASH

**FILED**

AUG 11 2016

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

distance of 275.13 feet; thence North 26°57'55" West 50.00 feet; thence North 63°02'05" East parallel with and 50 feet North of said centerline of Belshaw Road a distance of 300.00 feet to the Point of Beginning.

Key No. 45-19-36-126-001.000-007

1. GRANTEE and its agents, employees, successors and assigns shall have the right to enter over and upon said easement to repair, relocate, service and maintain said sewers and appurtenances, at will, and to make such alterations and improvements in the facilities thereof as may be necessary or useful, and to remove from the extent of the easement any encroaching trees, buildings, or other obstruction to the free and unobstructed use of said easement, and to build and maintain all necessary intakes, catch basins, and other devices incident to said sewers, and shall have the right of ingress and egress on, across and over said easement, when necessary, and without doing damage to crops or adjoining lands, and only for such temporary periods, and shall not otherwise enter upon said easement, however, Grantee shall not by exercise of such rights of access to its easement acquire any rights in the land adjoining the permanent or temporary easements being granted herein.

2. GRANTEE covenants that after the installation, maintenance or operation of said sanitary sewer, storm sewer and water main improvement's and appurtenances under and along the permanent easement being granted herein, it will restore the areas over the permanent and temporary easements (if any) disturbed by such work to as near to the original condition as is practicable. Any damages to the crops, grass, trees, bushes, shrubs, fences or buildings on or immediately adjacent to the permanent easement herein, done by the GRANTEE or its agents in the use of said easement for the purposes set forth above, shall be promptly repaired, reconstructed or restored as near as possible to its original condition by the GRANTEE along with payment of the fair market value of any additional crop damage to GRANTOR, if any.

3. GRANTOR reserve the right to use the above-described land not inconsistent with the easement granted herein and agrees that no permanent structure shall be permitted or placed in or over the easement by the GRANTOR.

4. GRANTOR covenants for himself, herself, themselves, his, her, their administrators, successors and assigns that he/she/they will not erect or maintain any buildings or other structures or obstruction on or over said sewer and appurtenances under said tract of land in which the perpetual easement is hereby granted, except by express permission from GRANTEE, in writing, and in accordance with the terms thereof, and which permission when in writing and recorded shall run with the real estate.

5. GRANTOR covenant(s) that he, she, they is/are the owner(s) in fee simple of the above described real estate, is/are lawfully seized thereof and has/have a good right to grant and convey the foregoing right-of-way and easement therein; that he, she, they guarantee(s) the quiet possession thereof, that said real estate is free from any and all encumbrances except the following:

- (a) Current taxes for year 2016; and
- (b) Covenants, easements and other restrictions of public record,

and GRANTOR will warrant and defend GRANTEE'S right and title to said easement against any and all lawful claims.

6. GRANTOR, hereby affirms that no unauthorized alterations of this document have taken place and they have full right and authority to execute this grant of easement.

IN WITNESS WHEREOF, GRANTOR has/have hereunto set his, her, their respective hand(s) as of the day and year first written above.

STEPHAN-REIF FARM LLC

By: Timothy L. Stephan  
Name

GRANTOR  
Title

**Document is NOT OFFICIAL!**

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

STATE OF ILLINOIS )

COUNTY OF DuPAGE )

SS:

**STOP**

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared GRANTOR who acknowledged the execution of the above and foregoing instrument to their voluntary act this 26 day of July, 2016.

My Commission Expires:

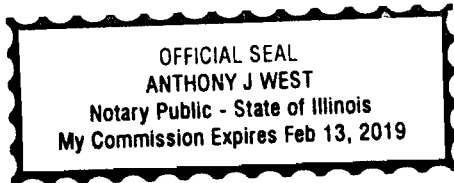
02/13/2019

Resident of Cook County, ILL



Anthony J. West  
Notary Public

Printed Name: Anthony J. West



RECOMMENDED BY:

Gregory Spok  
Director of Public Works  
Town of Lowell, Indiana

APPROVED & ACCEPTED BY:

Chris [Signature]  
President  
Lowell Town Council

STATE OF INDIANA:     )  
  )     SS:  
COUNTY OF LAKE     )

BEFORE ME, the undersigned, a Notary Public in and for said County and State,  
personally appeared Gregory Spok and Christopher Salatas,  
who acknowledged the execution of the above and foregoing instrument on behalf of the Town  
of Lowell, Indiana to be their voluntary act this 28<sup>th</sup> day of July, 2016.

My Commission Expires: October 10, 2023  
Judith Walters  
Notary Public

This Document is the property of  
the Lake County Recorder!  
Judith Walters  
Printed Name!

Resident of \_\_\_\_\_  
County, Indiana

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social  
security number in this document, unless required by law. Todd A. Leeth

This Instrument Prepared By:

Todd A. Leeth  
Hoepner Wagner & Evans LLP  
103 E. Lincolnway  
Valparaiso, Indiana 46383

