

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 000815

2017 JAN -5 AM 9:57

MICHAEL B. BROWN  
RECORDER

**CROSS-REFERENCE:** In accordance with Ind. Code §32-23-2-5(a), the easement described herein burdens the real estate acquired by the Grantor by Deed dated August 26, 1992 and recorded August 31, 1992 as Document No. 92055245 in the Office of the Recorder of Lake County, Indiana and by Deed dated April 6, 1990 and recorded April 6, 1990 as Document No. 094121 in the Office of the Recorder of Lake County, Indiana.

**EASEMENT AGREEMENT**

**THIS AGREEMENT** made this 28 day of December, 2016, by Daniel W. Randolph and Robbie S. Randolph, hereinafter referred to as "Grantor" and the City of Crown Point, Indiana, a Municipal corporation, hereinafter referred to as "Grantee".

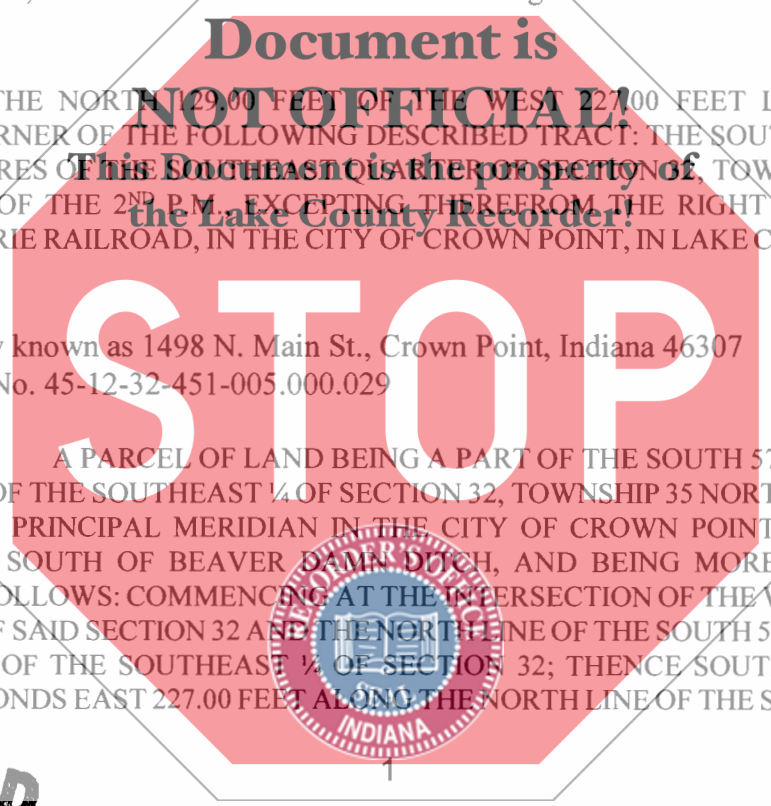
**WITNESSETH:**

**WHEREAS**, the Grantor is the owner of the following described real estate herein referred to as "Parcels":

Parcel 1: THE NORTH 129.00 FEET OF THE WEST 227.00 FEET LOCATED IN THE NORTHWEST CORNER OF THE FOLLOWING DESCRIBED TRACT: THE SOUTH 572.70 FEET OF THE WEST 54 ACRES OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2<sup>ND</sup> P.M., EXCEPTING THEREFROM THE RIGHT OF WAY FOR THE CHICAGO AND ERIE RAILROAD, IN THE CITY OF CROWN POINT, IN LAKE COUNTY, INDIANA.

Commonly known as 1498 N. Main St., Crown Point, Indiana 46307  
Parcel ID No. 45-12-32-451-005.000.029

Parcel 2: A PARCEL OF LAND BEING A PART OF THE SOUTH 572.70 FEET OF THE WEST 54 ACRES OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN IN THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA LYING SOUTH OF BEAVER DAM DITCH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 32 AND THE NORTH LINE OF THE SOUTH 572.70 FEET OF THE WEST 54 ACRES OF THE SOUTHWEST 1/4 OF SECTION 32; THENCE SOUTH 89 DEGREES 36 MINUTES 29 SECONDS EAST 227.00 FEET ALONG THE NORTH LINE OF THE SOUTH 572.70 FEET



**FILED**

JAN 05 2017

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

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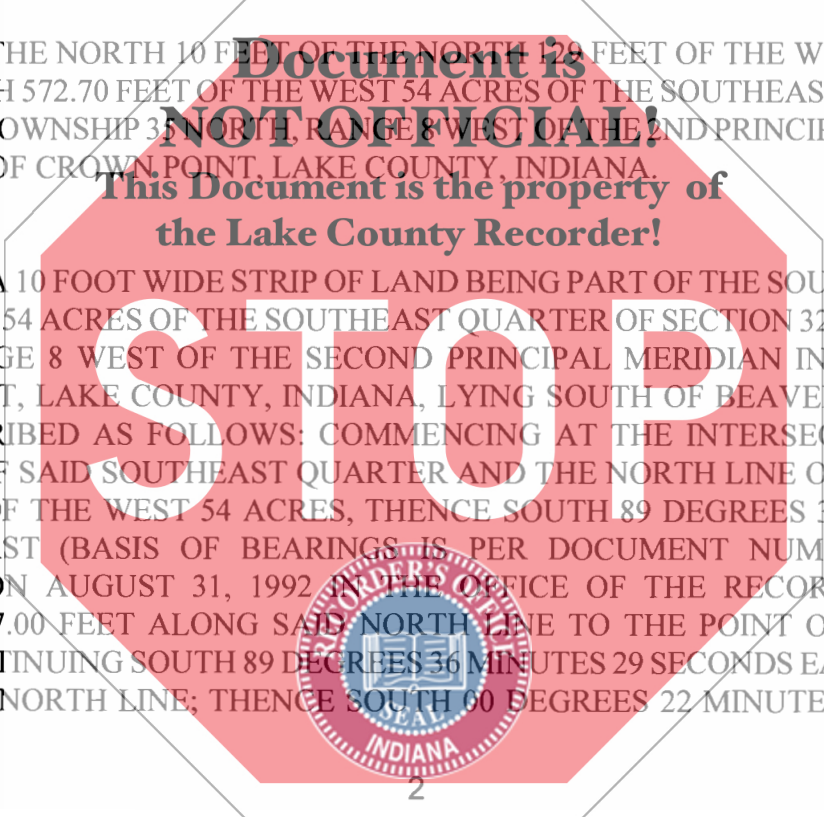
OF THE WEST 54 ACRES OF THE SOUTHEAST ¼ OF SAID SECTION 32, TO THE POINT OF BEGINNING; THEN CONTINUING ALONG SAID LAST MENTIONED COURSE 218.19 FEET; THENCE SOUTH 5 DEGREES 00 MINUTES 40.5 SECONDS EAST 129.56 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 29 SECONDS WEST 228.67 FEET ALONG A LINE PARRALLEL WITH THE NORTH LINE OF THE SOUTH 572.70 FEET OF THE WEST 54 ACRES OF THE SOUTHEAST ¼ OF SAID SECTION 32; THENCE NORTH 0 DEGREES 22 MINUTES 20 SECONDS WEST 129.00 FEET TO THE POINT OF BEGINNING.

Commonly known as 1498 N. Main St., Crown Point, Indiana 46307  
Parcel ID No. 45-12-32-451-012.000-029

**WHEREAS**, the Grantee is desirous of obtaining a non-exclusive utility easement over the Parcels as further described in the attached Exhibit and as follows and herein after referred to as the "Easement Parcels":

Parcel 1: THE NORTH 10 FEET OF THE NORTH 129 FEET OF THE WEST 227.0 FEET OF THE SOUTH 572.70 FEET OF THE WEST 54 ACRES OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA.

Parcel 2: A 10 FOOT WIDE STRIP OF LAND BEING PART OF THE SOUTH 572.70 FEET OF THE WEST 54 ACRES OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN IN THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA, LYING SOUTH OF BEAVER DAM DITCH, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID SOUTHEAST QUARTER AND THE NORTH LINE OF SAID SOUTH 572.70 FEET OF THE WEST 54 ACRES, THENCE SOUTH 89 DEGREES 36 MINUTES 29 SECONDS EAST (BASIS OF BEARINGS IS PER DOCUMENT NUMBER 92055245, RECORDED ON AUGUST 31, 1992 IN THE OFFICE OF THE RECORDER OF SAID COUNTY), 227.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 89 DEGREES 36 MINUTES 29 SECONDS EAST, 98.00 FEET ALONG SAID NORTH LINE; THENCE SOUTH 00 DEGREES 22 MINUTES 20 SECONDS

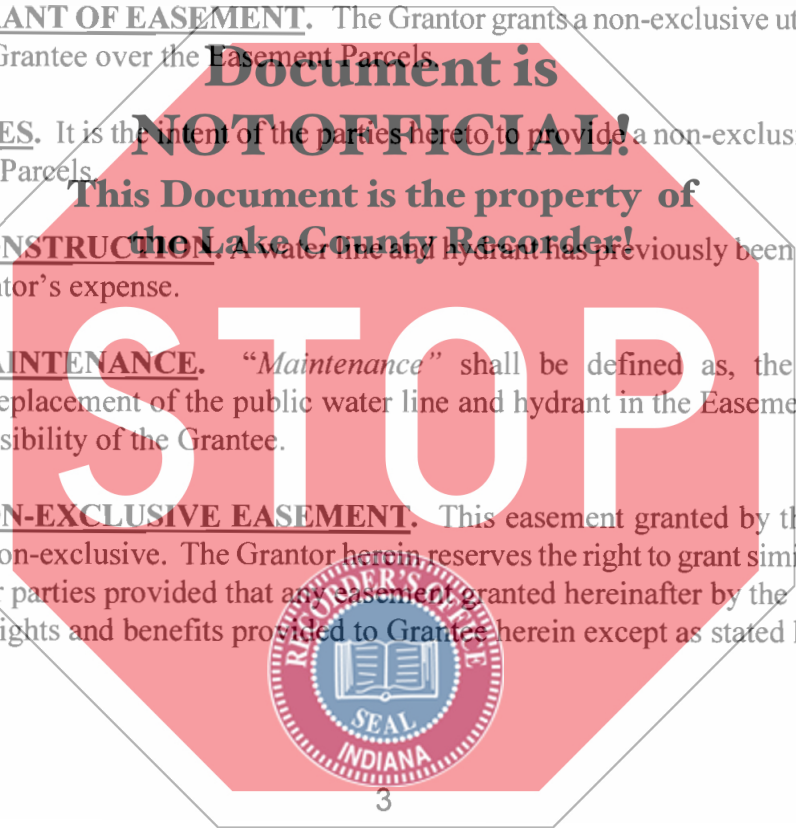


EAST, 10.00 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 29 SECONDS WEST, 98.00 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 20 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING.

**WHEREAS**, the Grantor is willing to provide said non-exclusive utility easement over a limited area of the Parcels as described by the Easement Parcels upon the conditions contained herein.

**NOW THEREFORE**, for and in consideration of the donation as depicted on the Exhibit "A" attached hereto and other good and valuable consideration including the dedication of the water utility upon the Parcels to the Grantee from Grantor, the receipt of which is hereby acknowledged, the parties covenant and agree as follows:

1. **GRANT OF EASEMENT.** The Grantor grants a non-exclusive utility easement for the benefit of the Grantee over the Easement Parcels.
2. **USES.** It is the intent of the parties hereto to provide a non-exclusive utility easement over the Parcels.
3. **CONSTRUCTION.** A water line and hydrant has previously been constructed upon the Parcels at Grantor's expense.
4. **MAINTENANCE.** "Maintenance" shall be defined as, the upkeep, repair, maintenance and replacement of the public water line and hydrant in the Easement Parcels which shall be the responsibility of the Grantee.
5. **NON-EXCLUSIVE EASEMENT.** This easement granted by the Grantor to the Grantee herein is non-exclusive. The Grantor herein reserves the right to grant similar easements for the benefit of other parties provided that any easement granted hereinafter by the Grantor does not interfere with the rights and benefits provided to Grantee herein except as stated herein.



6. **EASEMENT TO RUN WITH THE LAND.** This grant of easement shall not be construed as a personal or private easement but instead shall run with the land.

7. **ADDITIONAL TERMS.**

a. This Agreement sets forth the entire understanding parties and shall not be changed or terminated orally;

b. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the heirs, successors and assigns of the parties;

c. This Agreement shall be construed according to the laws of the State of Indiana;

d. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the parties have hereunto executed this Easement Agreement the date and year first above written.

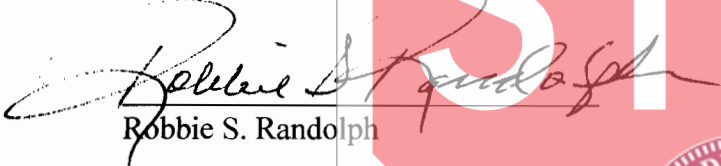
GRANTOR:



Daniel W. Randolph



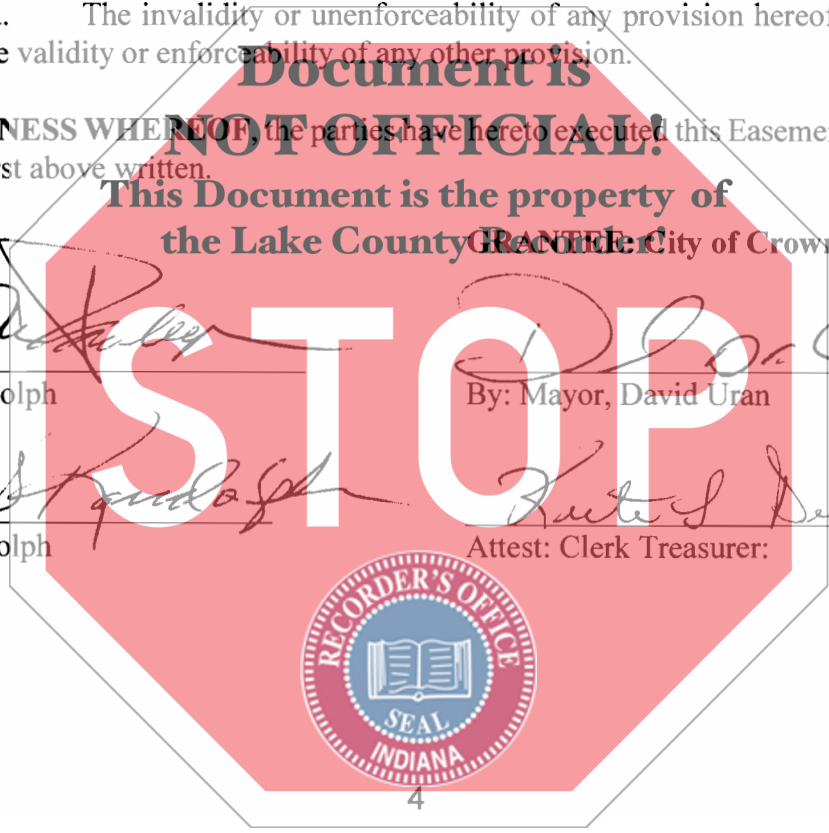
By: Mayor, David Uran



Robbie S. Randolph



Attest: Clerk Treasurer:



STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, this 28  
day of December, 2016, personally appeared Daniel W. Randolph and Robbie S. Randolph  
and acknowledged the execution of the foregoing Easement Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

**Document is NOT OFFICIAL!**

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

Notary Public

My Commission Expires: Aug 2 2019

County of Residence: Lake

ROBERT WIARDA  
Notary Public - Seal  
State of Indiana  
My Commission Expires Aug 2, 2019

**STOP**





STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, this 4th day of January, 2016, personally appeared David D.F. Uran and Kristie Dressel, the Mayor and Clerk-Treasurer respectively of the City of Crown Point, Indiana, a Municipal corporation, and acknowledged the execution of the foregoing Easement Agreement for and on behalf of said City of Crown Point.



**Document is NOT OFFICIAL!**  
**This Document is the property of the Lake County Recorder!**

I have hereunto subscribed my name and affixed my official seal.  
William Pawloyski  
Notary Public

My Commission Expires:  
County of Residence: None

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.





**ZIESE & SONS EXCAVATING, INC**  
6929 W. 109th Avenue  
Crown Point, IN 46307-8843  
(219) 663-2625 Office  
(219) 663-1620 Fax

11.9.16

**Costing for 6" Water Main at 1498 North Main Street, Crown Point, IN**

98 linear feet of jack and bore steel casing/carrier pipe.

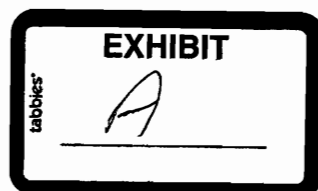
98 linear feet of 6" class 350 ductile iron pipe with spacers and necessary pipe joint locks.

( 1 ) 12" x 6" live tap with 6" tapping valve, box and stem.

260 Linear feet of 6" class 350 ductile iron pipe installed through green area.

( 1 ) 6" Fire Hydrant with valve, box and stem.

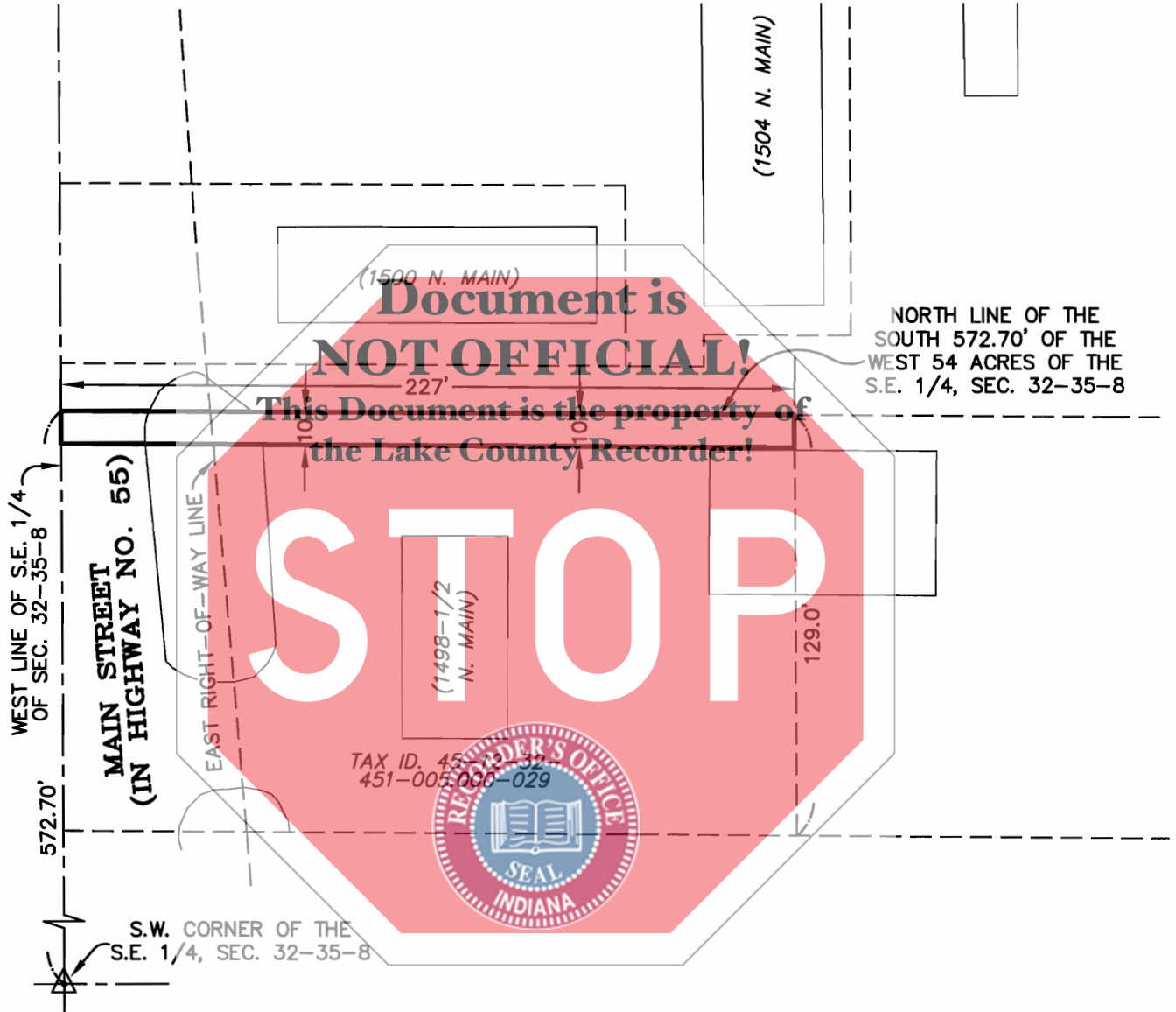
Total for Labor and Material = \$ 52,366.00



# EXHIBIT B

## PARCEL DESCRIPTION:

THE NORTH 10 FEET OF THE NORTH 129 FEET OF THE WEST 227.0 FEET OF THE SOUTH 572.70 FEET OF THE WEST 54 ACRES OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA.



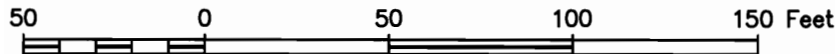
THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, OR A SURVEYOR LOCATION REPORT.

Reference Name: KUTANOVSKI  
Survey Job No: S16311  
Scale: 1"=50'  
Drawn By: G.B.  
Date: 12/5/16  
16311/16311/.DWG  
Sec. 32-35-8



*Glen E. Boren*

GRANTOR:  
TAX. ID. 45-12-32-451-005.000-029  
DANIEL W. AND ROBBIE S. RANDOLPH  
QUIT-CLAIM DEED  
DOC. NO. 094121  
REC. 4/6/90



plumbtuckett.com

**Plumb Tuckett & Associates**

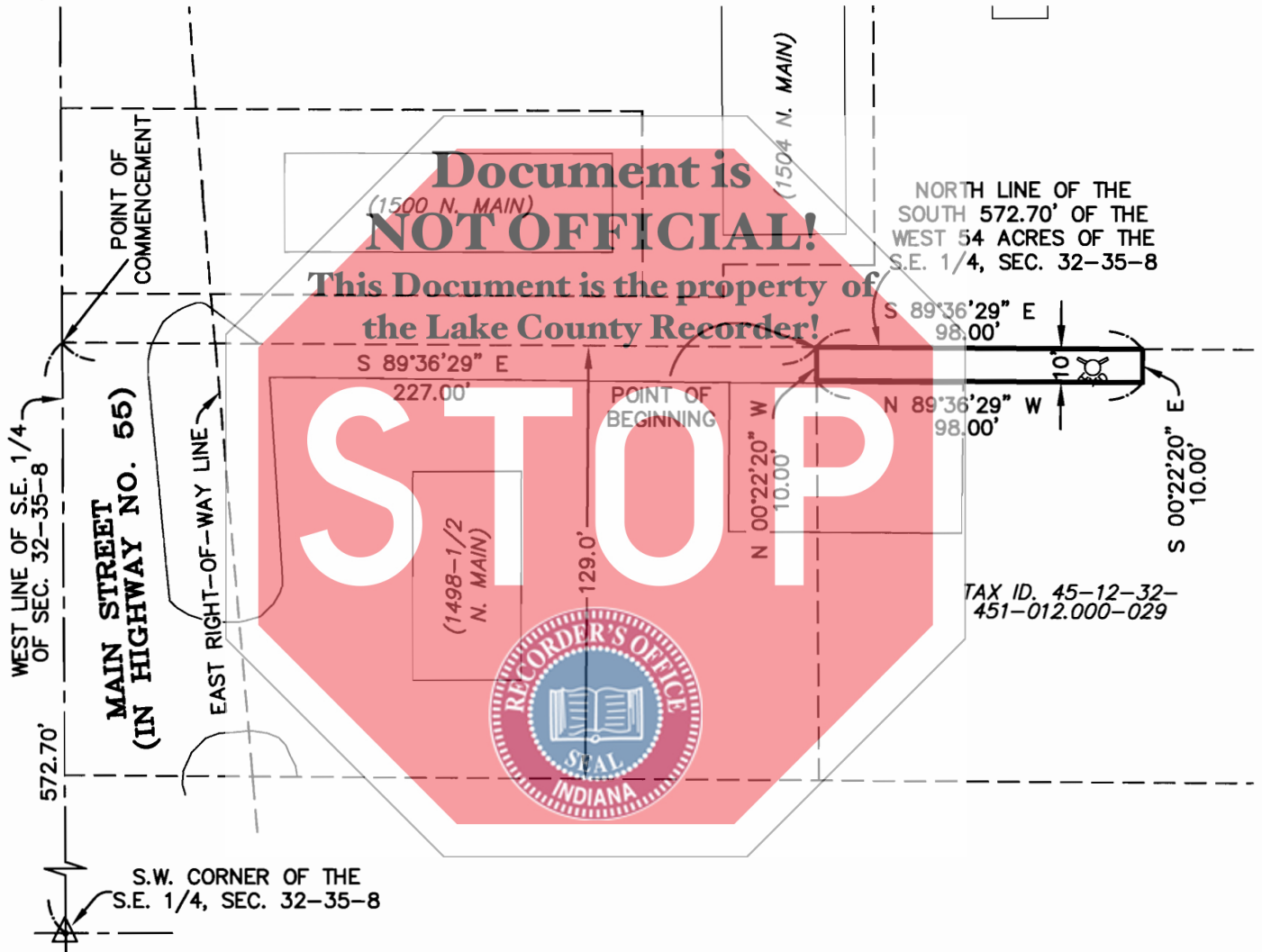
64 West 67th Place • Merrillville, IN 46410  
Phone:(219) 736-0555 Fax:(219) 769-0178



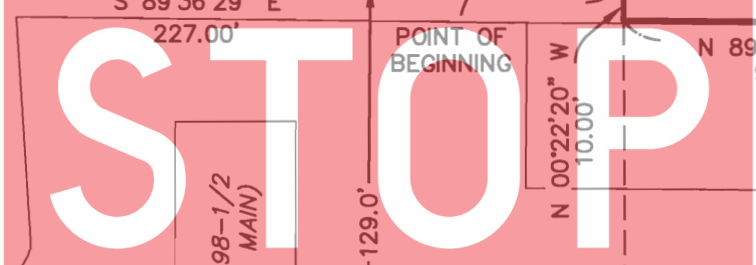
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 16311/16311/.DWG  
 Sec. 32-35-8



*Glen E. Boren*

**GRANTOR:**  
 TAX. ID. 45-12-32-451-012.000-029  
 DANIEL AND ROBBIE S. RANDOLPH  
 WARRANTY DEED  
 DOC. NO. 92055245  
 REC. 8/31/92

plumbtuckett.com  **Plumb Tuckett & Associates**  
 64 West 67th Place • Merrillville, IN 46410  
 Phone:(219) 736-0555 Fax:(219) 769-0178

