

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 045052

2017 JUL 20 PM 1:24

MICHAEL B. BROWN
RECORDER

TEMPORARY EASEMENT AGREEMENT

STATE OF INDIANA

PROJECT NAME: Illiana Christian High School Association

COUNTY OF LAKE

BENEFITED PARCEL NO: 45-14-12-200-005.000-013

Subject Parcel Number: 45-14-12-200-007.000-013

Property Address: 10904 Calumet Avenue, Cedar Lake, Indiana 46303

Deed Reference: 2006 070041

Brief Description for the Record: Temporary Sanitary Sewer and Water Line Easement to serve Illiana Christian High School Association, the Town of St. John, Lake County, Indiana and others

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The undersigned Grantor, in consideration of payment to the Grantor of the sum of Ten Dollars (10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto the Illiana Christian High School Association, an Illinois corporation ("Grantee"), its successors, assigns and licensees, the temporary right, privilege, right of way and easement to enter and re-enter at any time to originally construct and install the sanitary sewer line and water line; the right to remove from the right of way and easement brushes, trees, buildings, obstructions, and fire hazards that interfere with the installation of the utility lines over the area referenced as Temporary Construction Easement on Exhibit A. Upon completion of the original construction and installation of the utility lines and restoration of the land, the Temporary Construction Easement on Exhibit A shall expire. The easement is depicted on Exhibit B. The Grantee shall take reasonable action to avoid any damage or destruction of trees, and Grantee has no intention to clear the trees from the easement. Grantee shall repair any damage to any septic system, drain tile, or any other personal property located in the easement area which belongs to Grantor.

Together with any and all rights normally incident thereto, and particularly the right of ingress and egress thereto from time to time as necessary for construction.

Grantee shall keep the easement premises free of any liens resulting from any work performed by and on behalf of Grantee, and indemnify, defend and hold harmless Grantor from and against any and all claims, demands, damages, liabilities, costs, expenses and liens arising out of the work performed by or on behalf of Grantee. If any trees are destroyed by Grantee's actions, grantee shall replace each destroyed tree with two (2) trees that are at least 2" caliper and that match exactly the type of species destroyed or removed by Grantee, in a mutually agreed upon location. Grantee shall perform all work in a good and workmanlike manner and restore the surface of the easement premises to its original condition.

The Grantor(s) shall have the right to use the above-described strip for purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted.

FILED

Illiana/Easement Agreement Amendment 06/20/17 Temporary

**JOHN E. PETALAS
LAKE COUNTY AUDITOR**

025662

25- 1
5496
RT

IN WITNESS WHEREOF these presents have been duly executed under seal by the Grantor(s) on this the 10 day of June, 2017.

Beverly Ambroziak
BEVERLY AMBROZIAK

Timothy J. Ambroziak
TIMOTHY J. AMBROZIAK

Michael A. Ambroziak
MICHAEL A. AMBROZIAK

STATE OF INDIANA
COUNTY OF LAKE

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I, a Notary Public in and for County and State aforesaid, do hereby certify that Beverly Ambroziak, Timothy J. Ambroziak and Michael A. Ambroziak personally known to me to be the same persons whose names are subscribed to the foregoing instrument in person and acknowledged they signed and delivered the said instrument as their own free and voluntary act.

Given under my hand and notarial seal this 10 day of June, 2017.

Tiffany F. McElroy
Notary Public

TIFFANY F MCELROY
Seal
Notary Public - State of Indiana
Lake County
My Commission Expires Jul 14, 2024

My Commission Expires: 07/14/2024
My County of Residence: Lake

AFFIRMATION

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Greg Bower



**THIS INSTRUMENT PREPARED BY AND RETURN AFTER RECORDING TO:
GREG A. BOUWER (#16368-53), KORANSKY, BOUWER & PORACKY, P.C.
425 JOLIET STREET, SUITE 425, DYER, IN 46311**

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

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THE WEST 25 FEET OF THE EAST 75 FEET OF THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 NORTH, RANGE 10 WEST OF THE 2ND PRINCIPAL MERIDIAN, COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION, THENCE WEST ON THE NORTH LINE OF SAID SECTION 295.2 FEET; THENCE SOUTH 295.2 FEET; THENCE EAST 295.2 FEET TO THE EAST LINE OF SAID SECTION; THENCE NORTH 295.2 FEET TO THE PLACE OF BEGINNING.

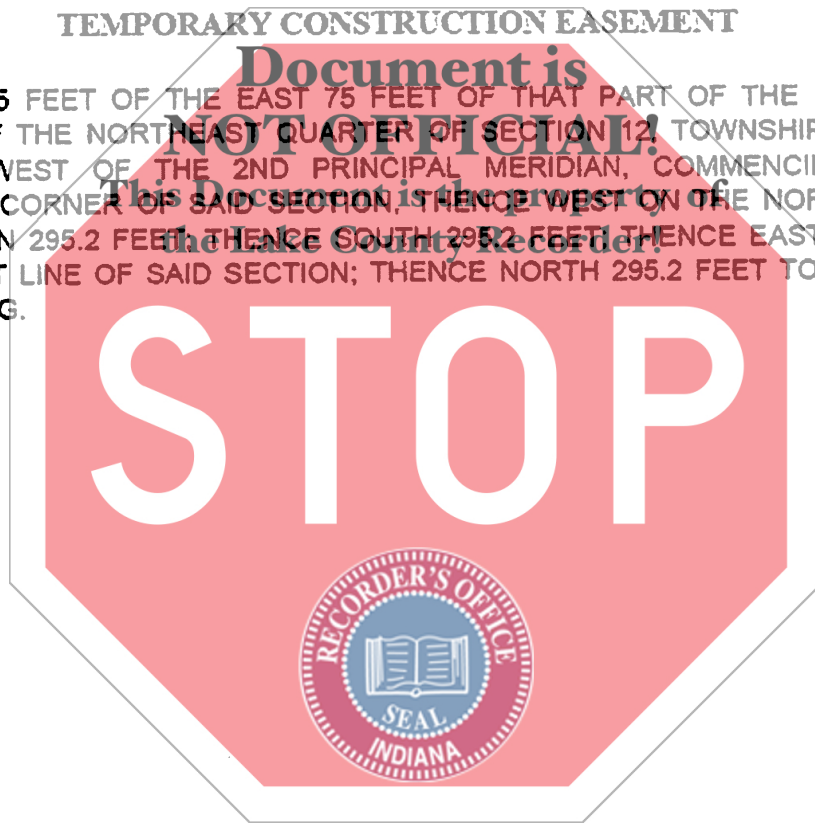
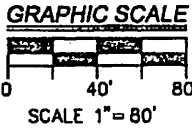
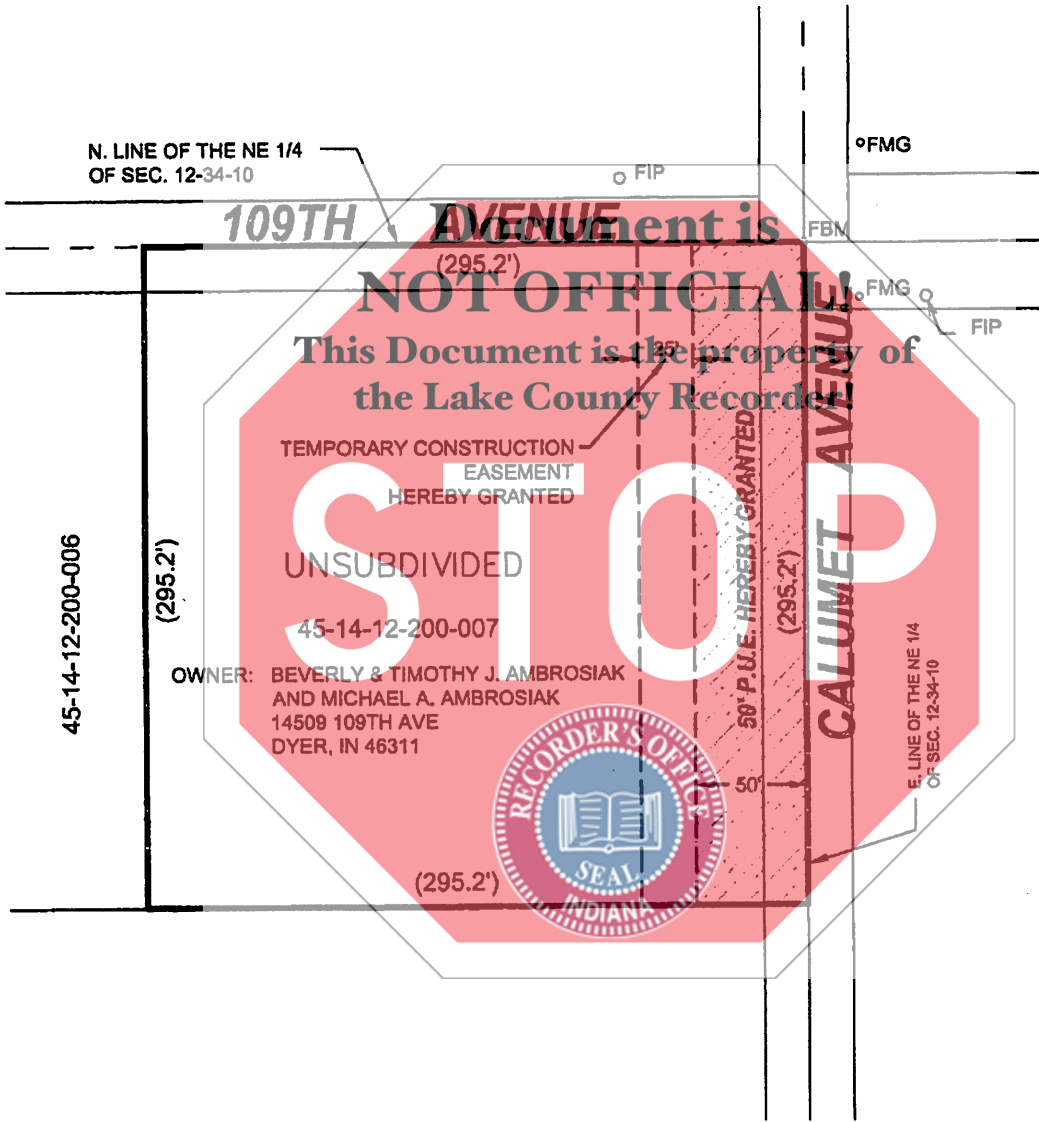


EXHIBIT "B"
PERMANENT EASEMENT
10904 CALUMET AVE., DYER, IN 46311



 = PROPOSED 50' PUBLIC UTILITY EASEMENT



V Engineers
 Scientists
 Surveyors
 8420 Calumet Ave.
 St. John, IN 46373
 219-558-8850
 219-365-8448 fax
 v3co.com

PREPARED FOR:
 ILLIANA CHRISTIAN HIGH SCHOOL
 2261 Indiana Avenue
 Lansing, IL 60438
 (708) 474-0515

PROJECT NO. 13154.03
GROUP NO. VP10.1
SCALE: 1"=80'
DATE: 11/10/2016