

312 E. Commercial
Lowell 46357

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943361

EASEMENTS

In consideration of the sum of Ten Dollars (\$10.00) each to the other in hand paid, receipt of which is hereby mutually acknowledged, and for good and valuable consideration, the sufficiently of which is mutually acknowledged, the undersigned, Richard and Nelly Hickey, of Lake County, Indiana, hereinafter referred to as "GRANTORS", do hereby grant, warrant and convey unto the Town of Lowell, Lake County, Indiana, hereinafter referred to as the "GRANTEE", the perpetual easement right and authority to use for public utility purposes, including, but not limited to, storm water drainage systems, and, if necessary from time to time, to install, construct, operate, maintain, repair, replace and renew pipelines, cables and/or other appurtenances in the strip of land hereinafter described, together with all rights and privileges necessary convenient for the full employment or use thereof for the purpose herein described, including the right of ingress and egress to and from the strip of land over the adjoining lands of GRANTORS herein, including the right to remove from said strip hereinafter described, any trees or growth or plants which may, in the sole judgement of the GRANTEE, edanger the safety of or interfere with the user or enjoyment of the rights granted herein, in, upon, along, over and through the easement strip of land or right-of-way situated in the Town of Lowell, County of Lake, State of Indiana, described as follows:

OCT 13 2 02 PM '87

JULIAN BLASTON
L.S. RECORDER
LAKE COUNTY
INDIANA
FILED FOR RECORD

1-16-8-80

The West ten feet (10') of Lot No. 80 in Indian Heights Unit No. 8 to the Town of Lowell, as per plat thereof, recorded in Plat Book 41, page 132, in the Office of the Recorder of Lake County, Indiana.

FILED

OCT 13 1987

Anna N. Anton
AUDITOR LAKE COUNTY

Any damages to the grass, trees, bushes, fences or buildings, on or adjacent to the strip of land described 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 to its existing condition by the GRANTEE.

The GRANTORS reserve the right to use the above-described land not inconsistent with this grant and agree that no permanent structure shall be placed in the right-of-way by the GRANTORS.

The GRANTEE shall and will indemnify and save the GRANTORS harmless from any and all damage, injury, losses, claims, demands or costs proximately and solely caused by the fault, culpability or negligence of the GRANTEE in the use of this Easement.

The undersigned GRANTORS hereby covenant to be the owners in fee simple of said real estate with good right and title to grant and convey the easement set forth herein.

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The easement right and authority granted herein to the Town of Lowell shall be binding upon the heirs, executors, administrators and assigns of the GRANTORS and upon the Town of Lowell, its successors and assigns.

Dated this 15th day of September, 1987.

GRANTORS:

Richard J. Hickey
Richard Hickey

Nelly Hickey
Nelly Hickey

STATE OF INDIANA)
COUNTY OF Lake) SS:

Before me, a Notary Public, in and for said County and State, this 15th day of September, 1987, personally appeared Richard and Nelly Hickey, and acknowledged the execution of the foregoing instrument to be their free and voluntary act.

WITNESS my hand and notarial seal this 15th day of September, 1987.

My Commission Expires:

7-14-90

Marianne Carlson
Notary Public 46356

County of Residence: Lake

Accepted this 28th day of September, 1987.

TOWN OF LOWELL
BOARD OF TRUSTEES

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

ATTESTED:

[Signature]
Clerk/Treasurer

This Instrument Prepared By: Barbara A. Young, HOEPPNER, WAGNER and EVANS, Box 2357, Valparaiso, Indiana 46384. Telephone: (219) 769-8995