

ORIGINAL

GRANT OF EASEMENT

THIS GRANT OF EASEMENT AGREEMENT made this 17th day of October, 1995, by and between MARK A. LUTZOW, "Grantor", and THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, acting by and through its Town Council, "Grantee".

Grantor owns and has title to certain Real Estate located in Cedar Lake, Lake County, Indiana, and desires to grant and convey an Easement to Grantee for ingress-egress 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, bargain, sell, convey and warrant unto the Grantee, its Successors and Assigns, an Easement for ingress and egress to the Lemon Lake County Park across said Easement, with the right, privilege and authority in Grantee, at its own expense, to enter upon, dig, lay, erect, construct, install, reconstruct, maintain, repair, replace, and restore the pedestrian walkway and fencing/screening on said parcel of Real Estate for the use by the Public in, on, upon, along, under, over and across the Real Estate owned by Grantor located in Cedar Lake, Lake County, Indiana, which Real Estate is described in Exhibit "B", attached hereto and made a part hereof.

Grantee shall have the right, at its expense, to enter along, over and upon the Easement to repair, replace, remove, relocate, service and maintain its ingress and egress improvements as well as any fencing or screening on said Easement, and to make such alterations and improvements therein as may be necessary or useful, and for such purposes, 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 Easement.

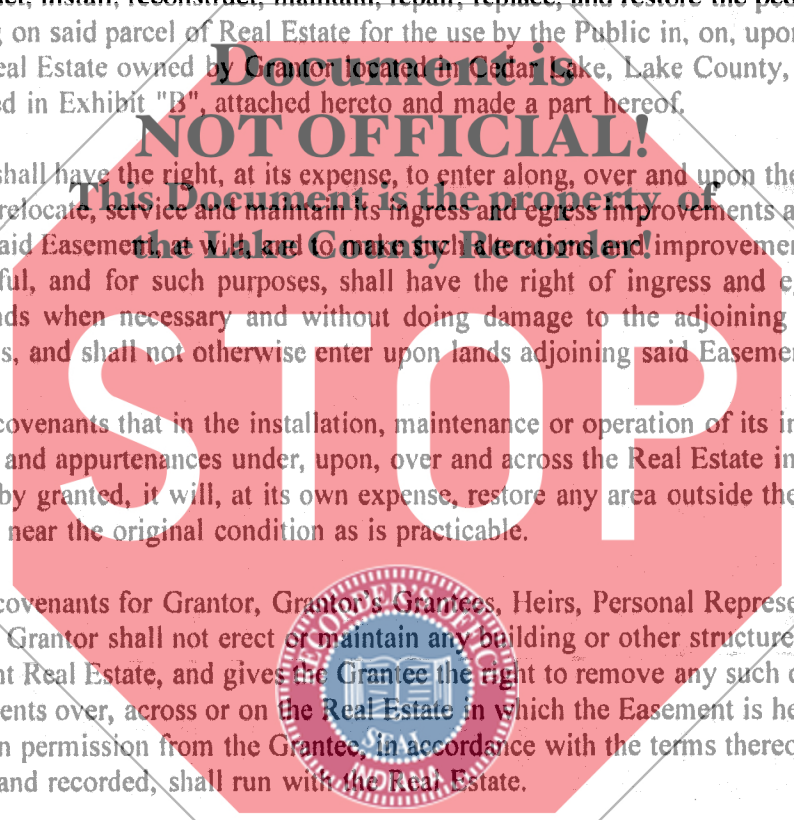
Grantee covenants that in the installation, maintenance or operation of its ingress and egress use of the Easement, and appurtenances under, upon, over and across the Real Estate in which the perpetual Easement is hereby granted, it will, at its own expense, restore any area outside the Easement disturbed by its work to as near the original condition as is practicable.

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 Easement Real Estate, and gives the Grantee the right to remove any such obstructions, or grant additional Easements over, across or on the Real Estate in which the Easement is hereby granted, except by express written permission from the Grantee, in accordance with the terms thereof, which permission, when in writing and recorded, shall run with the Real Estate.

Full right and authority is hereby granted unto the Grantee, its Successors and Assigns, to assign or convey to another or others, this Easement.

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; and Grantor guarantees the quiet possession hereof and shall warrant and defend Grantee's title to the Easement against all lawful claims.

This GRANT OF EASEMENT shall be binding upon Grantor, Grantor's Heirs, Personal Representatives, Successors and Assigns, and upon all other Parties claiming by, through or under Grantor, and the same shall inure to the benefit of the Grantee herein, and its Successors and Assigns.



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STATE OF INDIANA
LAKE COUNTY
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SAM ORLICH 001562
AUDITOR LAKE COUNTY

JK
B.0

IN WITNESS WHEREOF, the Parties hereto have duly executed this GRANT OF EASEMENT this 17th day of October, 1995.

GRANTOR

[Signature]
MARK A. LUTZOW

GRANTEE

TOWN OF CEDAR LAKE,
LAKE COUNTY, INDIANA, by and
through its Town Council

By: [Signature]
SHELLY R. FABER, President

Attest: [Signature]
GERALDINE H. KORTOKRAX, CMC,
Clerk-Treasurer

STATE OF INDIANA)

COUNTY OF LAKE)

Document is NOT OFFICIAL!

Before me, the undersigned, a Notary Public in and for said County and State, on this 27th day of Sept, 1995, personally appeared MARK A. LUTZOW, who acknowledged the execution of the foregoing Easement Agreement as their voluntary act and deed.

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

My Commission Expires:

1-17-97

[Signature]
JUDITH C. STEVENS
Notary Public
Resident of LAKE County, IN

STATE OF INDIANA)

COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 17th day of October, 1995, personally appeared SHELLY R. FABER, as President of the Town Council of the Town of Cedar Lake, Lake County, Indiana, and GERALDINE H. KORTOKRAX, CMC, as Clerk-Treasurer of the Town of Cedar Lake, Lake County, Indiana, who acknowledged the execution of the foregoing Easement Agreement as such Officers for and on behalf of the Town of Cedar Lake, Lake County, Indiana.

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

My Commission Expires:

9-23-99

[Signature]
Notary Public
Resident of LAKE County, IN

This Instrument was prepared by the Law Firm of Austgen & Goad, by David M. Austgen, Attorney at Law, 5201 Fountain Drive, Suite A, Crown Point, Indiana 46307

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EXHIBIT "B"

(MARK A. LUTZOW EASEMENT)

NORTH 10 FEET OF LOT 5 IN LEMON LAKE ESTATES UNIT
NO. 4, AN ADDITION TO THE TOWN OF CEDAR LAKE, AS
PER PLAT THEREOF, RECORDED IN PLAT BOOK 51 PAGE 6,
IN THE OFFICE OF THE RECORDER OF LAKE COUNTY,
INDIANA.

part of key #25-293-5

