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130 N. Main St.
Crown Point, IN 46307

Key# 25-26-12

RIGHT-OF-WAY EASEMENT

THIS RIGHT-OF-WAY EASEMENT AGREEMENT made this 10 day of December, 1996, by and between JOSEPH P. ULASZEK, JR., and ANN S. WILSON, Joint Tenants with Rights of Survivorship, "Grantors", and THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, acting by and through its Town Council, "Grantee".

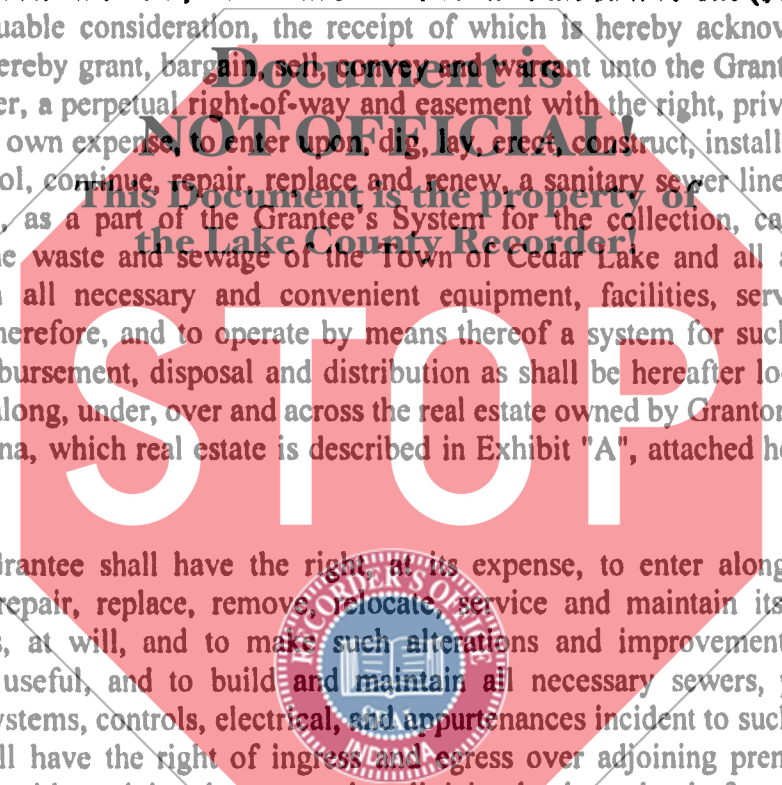
That Grantors own and have title to certain real estate located in Lake County, Indiana, and desires to grant a Right-of-Way Easement to Grantee for utility associated purposes over the real estate.

NOW THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged by Grantors, Grantors do hereby grant, bargain, sell, convey and warrant unto the Grantee, its successors and assigns, forever, a perpetual right-of-way and easement with the right, privilege and authority in, to, and through the Grantee, at its own expense, to enter upon, dig, lay, erect, construct, install, reconstruct, operate, maintain, patrol, continue, repair, replace and renew, a sanitary sewer line or lines of pipe, and appurtenances, as a part of the Grantee's System for the collection, carriage, treatment and disposal of the waste and sewage of the Town of Cedar Lake and all areas serviced by the Grantee, with all necessary and convenient equipment, facilities, service pipes, lines and connections therefore, and to operate by means thereof a system for such collection, carriage, treatment, disbursement, disposal and distribution as shall be hereafter located and constructed in, on, upon, along, under, over and across the real estate owned by Grantors and situated in Lake County, Indiana, which real estate is described in Exhibit "A", attached hereto and made a part hereof.

The 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 sanitary sewers and appurtenances, at will, and to make such alterations and improvements therein as may be necessary or useful, and to build and maintain all necessary sewers, pumps, tanks, filters, distribution systems, controls, electrical, and appurtenances incident to such sewers, 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 sewer lines and appurtenances under, upon, over and across the real estate in which the perpetual Right-of-Way Easement is hereby granted, it will, at its own expenses, restore the area disturbed by its work to as near the original condition as is practicable.

Grantors covenant for Grantors, Grantors' grantees, successors, and assigns that Grantors shall not erect or maintain any building or other structure or obstruction on or over the sewer lines and appurtenances, and gives the Grantee the right to remove any such obstruction, or grant



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**SAM ORLICH
AUDITOR LAKE COUNTY**

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additional easements over, across or on the real estate in which the perpetual Right-of-Way 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 Right-of-Way Easement.

Grantors hereby covenant that Grantors 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 Grantors guarantees the quiet possession hereof and shall warrant and defend Grantee's title to the easement against all lawful claims.

This Agreement shall be binding upon Grantors, Grantors' heirs, personal representatives, successors and assigns, and upon all other Parties claiming by, through or under Grantors, and the same shall inure to the benefit of the Grantee herein, its successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Right-of-Way Easement this 10th day of December, 1996.

GRANTORS

Joseph P. Ulaszek, Jr.
JOSEPH P. ULASZEK, JR.

Ann S. Wilson
ANN S. WILSON

GRANTEE

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



Attest:

Claudia Mentink
Claudia Mentink,
Clerk-Treasurer

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 5 day of December, 1996, personally appeared ANN S. WILSON, who acknowledged the execution of the foregoing Right-of-Way Easement as her voluntary act and deed.

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

My Commission Expires: 7-28-97
Clyde Bruce Terry
Notary Public
Resident of IL County, IN-IL

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NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!
My Commission Expires 7-28-97

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

6th Before me, the undersigned, a Notary Public in and for said County and State, on this day of December, 1996, personally appeared JOSEPH P. ULASZEK, JR., who acknowledged the execution of the foregoing Right-of-Way Easement as his voluntary act and deed.

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

My Commission Expires: 2-8-97
Lynda L. Gonsior
Notary Public
Resident of Cook County, IL

"OFFICIAL SEAL"
LYNDA L. GONSIOR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/8/97



**DESCRIPTION OF LIFT STATION 15
CEDAR LAKE, INDIANA**

A parcel of land being a part of Lot 65 in Cedar Point Park, Cedar Lake, Indiana as per plat thereof recorded 02/02/1921 in Plat Book 15, page 5, in the Office of the Recorder of Lake County, Indiana and being part of lands owned by Joseph P. Ulaszek and Ann S. Wilson per Quit Claim Deed dated 11/01/1988 and recorded 11/17/1988 as Document Number 007878 in the Office of the Recorder of Lake County, Indiana; said parcel described as follows:

BEGINNING at the Southeast corner of said Lot 65; thence Northerly along the Westerly line of said Lot 65, 15.00 feet; thence Easterly parallel with the Southerly line of said Lot 65, 20.00 feet; thence Southerly parallel with said Westerly line 15.00 feet to a point on said Southerly line; thence Westerly along said Southerly line 20.00 feet to the point of beginning; said parcel containing 300 square feet, more-or-less, and subject to all existing easements and rights-of-way.



Dated this 22nd day of November, 1996

Prepared by:
PTGR, A Member of Bonar Group
158 S. Napoleon Street, Suite 100
Valparaiso, Indiana 46383-5582
219-462-1158

EXHIBIT "A"