

STATE OF INDIANA
LAKE COUNTY
FILED FEB 25 2000

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2000 FEB 25 AM 11:52

MORRIS W. CARTER
RECORDER

EASEMENT

THIS EASEMENT AGREEMENT made this 30 day of NOVEMBER, 1999, by and between RICHARD J. BAGULL and MARYANN BAGULL, husband and wife, "GRANTOR", and THE TOWN OF DYER, LAKE COUNTY, INDIANA, acting by and through the BOARD OF DIRECTORS OF THE DEPARTMENT OF STORMWATER MANAGEMENT OF THE TOWN OF DYER, LAKE COUNTY, INDIANA, "GRANTEE".

GRANTOR states and represents that it owns and has title to certain Real Estate located in Dyer, Lake County, Indiana, and desires to grant and convey an Easement to GRANTEE for storm drainage and all related 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, convey and warrant unto the GRANTEE, its successors and assigns, forever, a perpetual Easement with the right, privilege and authority in GRANTEE, at its own expense, to enter upon, dig, lay, erect, construct, install, reconstruct, operate, maintain, patrol, continue, repair, keep in repair, deepen, replace and renew, an open ditch or drain, tile drain, or both, or any type or manner of storm drainage control system, appurtenances or devices, as a part of the GRANTEE's system for the collection, carriage, disbursement, distribution, transmission and provision of stormwater of the Town of Dyer, 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, transmission, disbursement, distribution and provision as shall be hereafter located and constructed in, on, upon, along, under, over and across the Real Estate owned by GRANTOR and situated in Dyer, Lake County, Indiana, which Real Estate is described in Exhibit "A" attached hereto and made a part hereof, and commonly known as 442 Sycamore Drive, Dyer, Indiana.

The GRANTEE shall have the right, at its expense, to enter along, over and upon the Easement for the purpose permitted herein, at will, and to make such alterations and improvements therein as may be necessary or useful, for such purposes, further, the GRANTEE 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.

PETER BENJAMIN
LAKE COUNTY AUDITOR

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Town of Dyer
One Town Square
Dyer, Indiana 46311

1515

15.00
LM
CS

The GRANTEE covenants that in the installation, maintenance or operation of its storm drainage control system and appurtenances under, upon, over and across the Real Estate in which the Easement is hereby granted, it will, at its own expense, restore the area disturbed by its work to as near the original condition as is practicable.

The 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 granted herein, and gives the GRANTEE the right to remove any such obstruction, or grant additional Easements over, across or on the Real Estate in which the perpetual 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.

The 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. The GRANTOR further guarantees the quiet possession hereof and shall warrant and defend GRANTEE'S title to the Permanent Easement against all lawful claims.

This Agreement 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.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Grant of Easement this 30TH day of NOVEMBER, 1999.

GRANTOR

GRANTEE

Richard J. Baguli
RICHARD J. BAGULI

Maryann Baguli
MARYANN BAGULI



TOWN OF DYER, LAKE COUNTY,
INDIANA, by and through the Board of
Directors of its Department of Stormwater
Management

By: William Jackson
William Jackson, President
Board of Directors
Department of Stormwater Management

Attest: Thomas P. Hoffman
Thomas P. Hoffman, Clerk/Treasurer
G.

STATE OF INDIANA)
)SS
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of Nov, 1999, personally appeared RICHARD + MARYANN BAGULL, who acknowledged the execution of the foregoing Easement Agreement as its voluntary act and deed.

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

My Commission Expires:

6/13/07

Maurice DeCusey
Notary Public
Resident of Lake County, IN

STATE OF INDIANA)
)SS
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of Nov, 1999, personally appeared WILLIAM JACKSON, as President of the Board of Directors of the Department of Stormwater Management of the Town of Dyer, Lake County, Indiana, and THOMAS P. HOFFMAN, as Clerk-Treasurer of the Town of Dyer, Lake County, Indiana, who acknowledged the execution of the foregoing Easement Agreement as such Officers for and on behalf of the Town of Dyer, Lake County, Indiana, and its Department of Stormwater Management.

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

My Commission Expires:

6/13/07

Maurice DeCusey
Notary Public
Resident of Lake County, IN

This Instrument was prepared by the Law Firm of Austgen, Reed & Decker, by Adam D. Decker, Attorney at Law, 130 N. Main St., Crown Point, Indiana 46307

EXHIBIT "A"

A parcel of land in the Northwest Quarter of Fractional Section 13, Township 35 North, Range 10 West of the Second Principal Meridian in Lake County, Indiana, and more particularly described as follows: the West 8.0 feet of Lot 23 of Pheasant Hills Unit Six Block One Addition to Lake County, Indiana recorded in Plat Book 44, page 48, in the Office of the Recorder of Lake County, Indiana, and subject to all existing easements and rights-of-way.

