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WILLIAM S. CARTER  
RECORDER

**RIGHT-OF-WAY EASEMENT**

THIS RIGHT-OF-WAY EASEMENT AGREEMENT, made this 18<sup>th</sup> day of June, 2002, by and between JEANETTE COLE, "Grantor", and THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA, a Municipal Corporation, acting by and through its Town Council "Grantee".

That Grantor owns and has title to certain real estate located in Schererville, Lake County, Indiana, and desires to grant a Right-of-Way Easement to Grantee for utility and stormwater 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 Grantor, Grantor does hereby grant, bargain, sell, convey and warrant unto the Grantee, its successors and assigns, forever, a perpetual utility right-of-way and 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, replace and renew, a stormwater 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 stormwater of the Town of Schererville 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 Grantor and situated in Schererville, Lake County, Indiana, which real estate is legally 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 stormwater sewers and appurtenances, and any other utilities, or equipment, materials or infrastructures for the same, 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.

**FILED**

JUL 22 2002

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PETER BENJAMIN  
LAKE COUNTY AUDITOR

Austgen & Decker P.C.  
130 N. Main St  
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M.V.  
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Grantee covenants that in the installation, maintenance or operation of its stormwater 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.

Grantor covenants for Grantor, Grantor's grantees, successors, and assigns that Grantor shall not erect or maintain any building or other structure or obstruction on or over the stormwater sewer lines and appurtenances, 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 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.

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 Right-of-Way 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, its successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Right-of-Way Easement this 18 day of JUNE, 2002.

GRANTOR

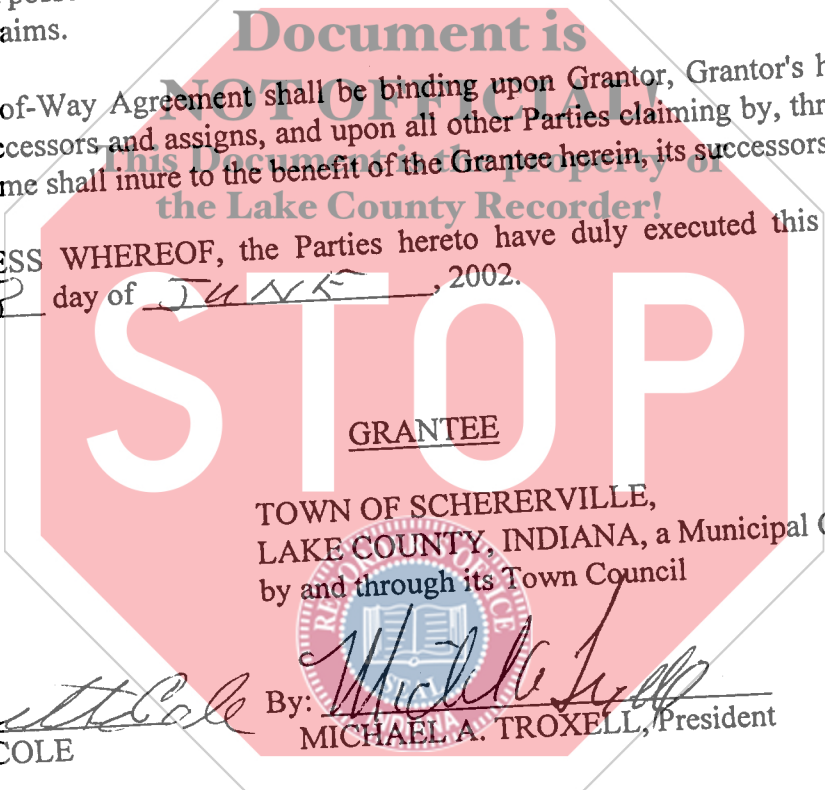
GRANTEE

TOWN OF SCHERERVILLE,  
LAKE COUNTY, INDIANA, a Municipal Corporation,  
by and through its Town Council

By: Jeanette Cole  
JEANETTE COLE

By: Michael A. Troxell  
MICHAEL A. TROXELL, President

Attest: Janice M. Malinowski  
JANICE M. MALINOWSKI,  
Clerk-Treasurer



STATE OF INDIANA )  
 )SS  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, on this 18<sup>th</sup> day of June, 2002 personally appeared Jeanette Cole, 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:  
DORIS MATTHEWS  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXP. NOV. 28, 2007

Doris Matthews  
Notary Public  
Resident of LAKE County, IN

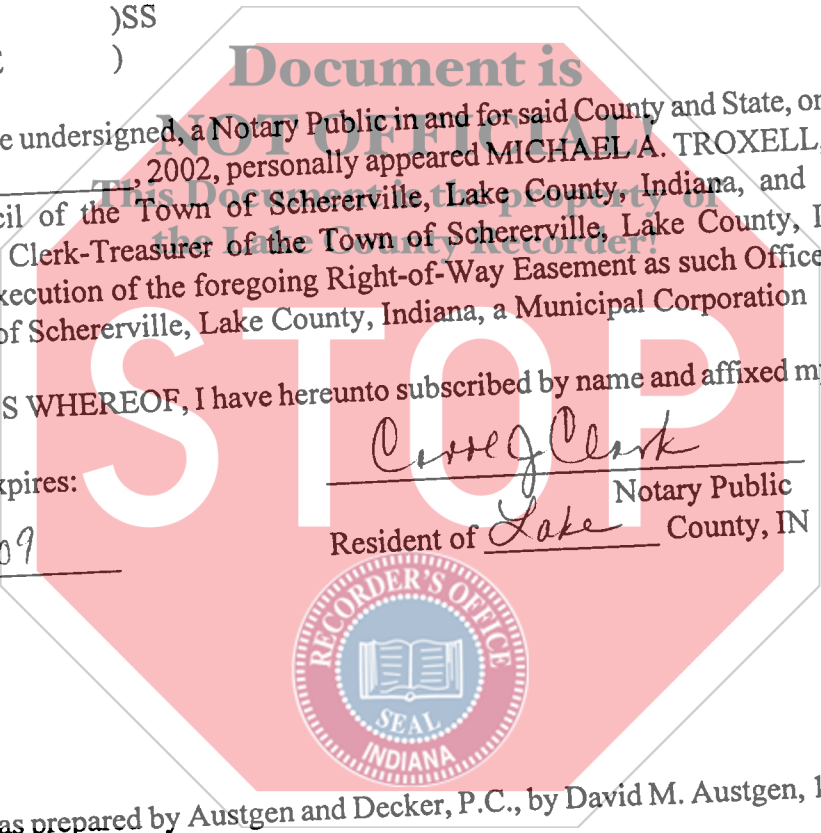
STATE OF INDIANA )  
 )SS  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, on this 17<sup>th</sup> day of July, 2002, personally appeared MICHAEL A. TROXELL, as President of the Town Council of the Town of Schererville, Lake County, Indiana, and JANICE M. MALINOWSKI, as Clerk-Treasurer of the Town of Schererville, Lake County, Indiana, who acknowledged the execution of the foregoing Right-of-Way Easement as such Officers for and on behalf of the Town of Schererville, Lake County, Indiana, a Municipal Corporation

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

My Commission Expires:  
July 11, 2009

Corrie Clark  
Notary Public  
Resident of Lake County, IN



This Instrument was prepared by Austgen and Decker, P.C., by David M. Austgen, 130 North Main Street, Crown Point, Indiana 46307

**EXHIBIT "A"**

A parcel of real estate located in the Northeast Quarter of the Southeast Quarter of Section 25, Township 35, Range 9 West of the Second Principal Meridian, Lake County, Indiana, Lot 382 of Pine Island Ridge Subdivision, Unit 34, as recorded in Plat Book 48, page 115, in the Office of the Recorder of Lake County. Said parcel being the Northeast 5.00 feet of said Lot 382, more commonly known as 9056 Clark Place, Schererville, Indiana.

