

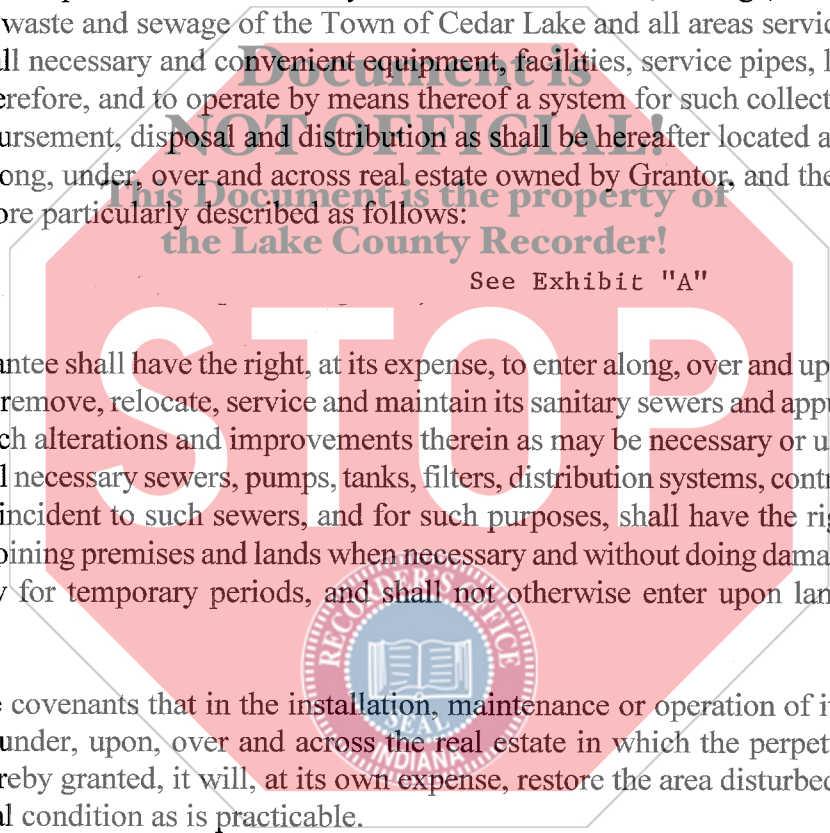
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2003 JUL -7 PM 3:25

RIGHT-OF-WAY EASEMENT

THIS RIGHT-OF-WAY EASEMENT AGREEMENT made this 10th day of June 2003, by and between CARL G. JOHNSON, OWNER, and MELISSA WAGAR, PETITIONER, "Grantor", and THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, acting by and through its Town Council, "Grantee".

That Grantor owns and has title to certain real estate located in Cedar Lake, 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 Ten (\$10.00) Dollars 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 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 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 real estate owned by Grantor, and the Right-of-Way Easement is more particularly described as follows:



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 expense, 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 sewer lines and appurtenances, and gives the Grantee the right to remove any such obstruction, or grant additional

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LAKE COUNTY AUDITOR

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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 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 10th day of June, 2003.

GRANTOR

GRANTEE

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder through its Town Council

By: Carl G. Johnson
CARL G. JOHNSON, Owner

By: Robert Brannon
ROBERT BRANNON, President

By: Melissa Wagar
MELISSA WAGAR, Petitioner

Attest: Claudia Mentink
CLAUDIA MENTINK, I.A.M.C., C.M.C.
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 10th day of June, 2003, personally appeared CARL G. JOHNSON, Owner and MELISSA WAGAR, Petitioner, who acknowledged the execution of the foregoing Right-of-Way Easement.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Official Seal.

My Commission Expires:
11-21-2009

Sabrina L Kortolias
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 10th day of June, 2003, personally appeared ROEBERT BRANNON, as President of the Town Council of the Town of Cedar Lake, Lake County, Indiana, and CLAUDIA MENTINK, I.A.M.C., C.M.C., as Clerk-Treasurer of the Town of Cedar Lake, 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 Cedar Lake, Lake County, Indiana.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Official Seal.

My Commission Expires:
6-23-07

Jane A. Demina
Notary Public
Resident of Lake County, IN

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

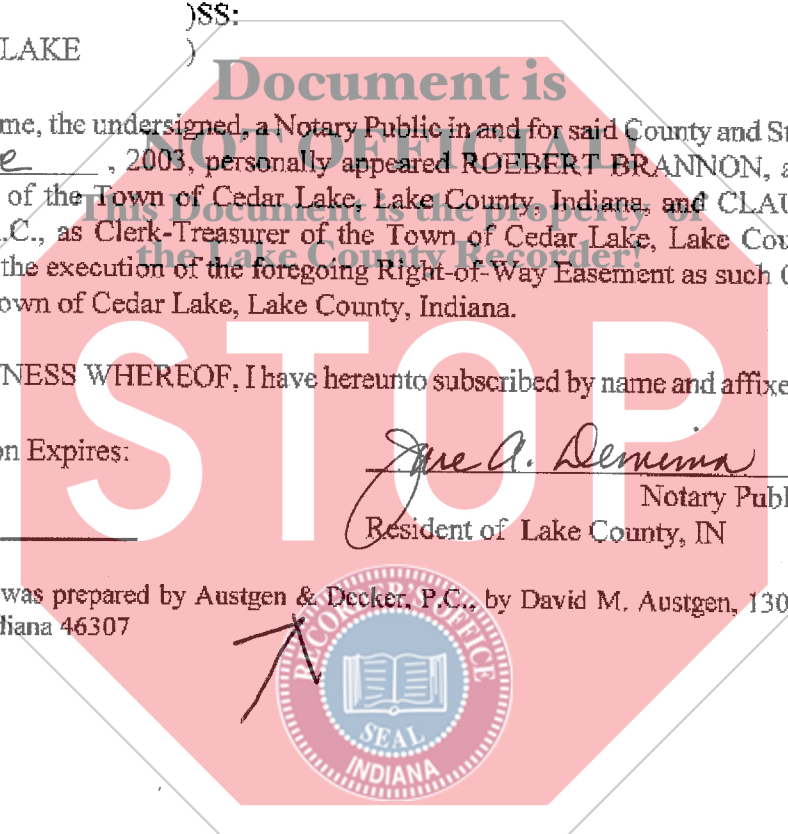


EXHIBIT "A"

Legal Description: **Portion of Fernwood Avenue**

The South half of Fernwood Avenue lying North of Lot 1, Block 12 in Plat "A" of the Shades Addition to Cedar Lake, Indiana; as recorded in plat book 11, page 13, recorded in the Office of the Recorder of Lake County, Indiana, bounded on the East by the Northerly extension of the East line of Lot 1 in Block 12 and bounded on the West by the Northerly extension of the West line of Lot 1, Block 12.

