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**FILED**

JUN 8 2004

STEPHEN R. STIGLICH  
LAKE COUNTY AUDITOR

2004 048043

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2004 JUN -8 AM 10:21

MORRIS W. CARTER  
RECORDER

**STORM DRAINAGE EASEMENT**

**THIS STORM DRAINAGE EASEMENT AGREEMENT** made this 20<sup>th</sup> day of June, 2004 by an between STEVEN C & NOVA J. WOOD, "Grantor", and **THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA**, a Municipal Corporation, acting by and through its Town Council, "Grantee".

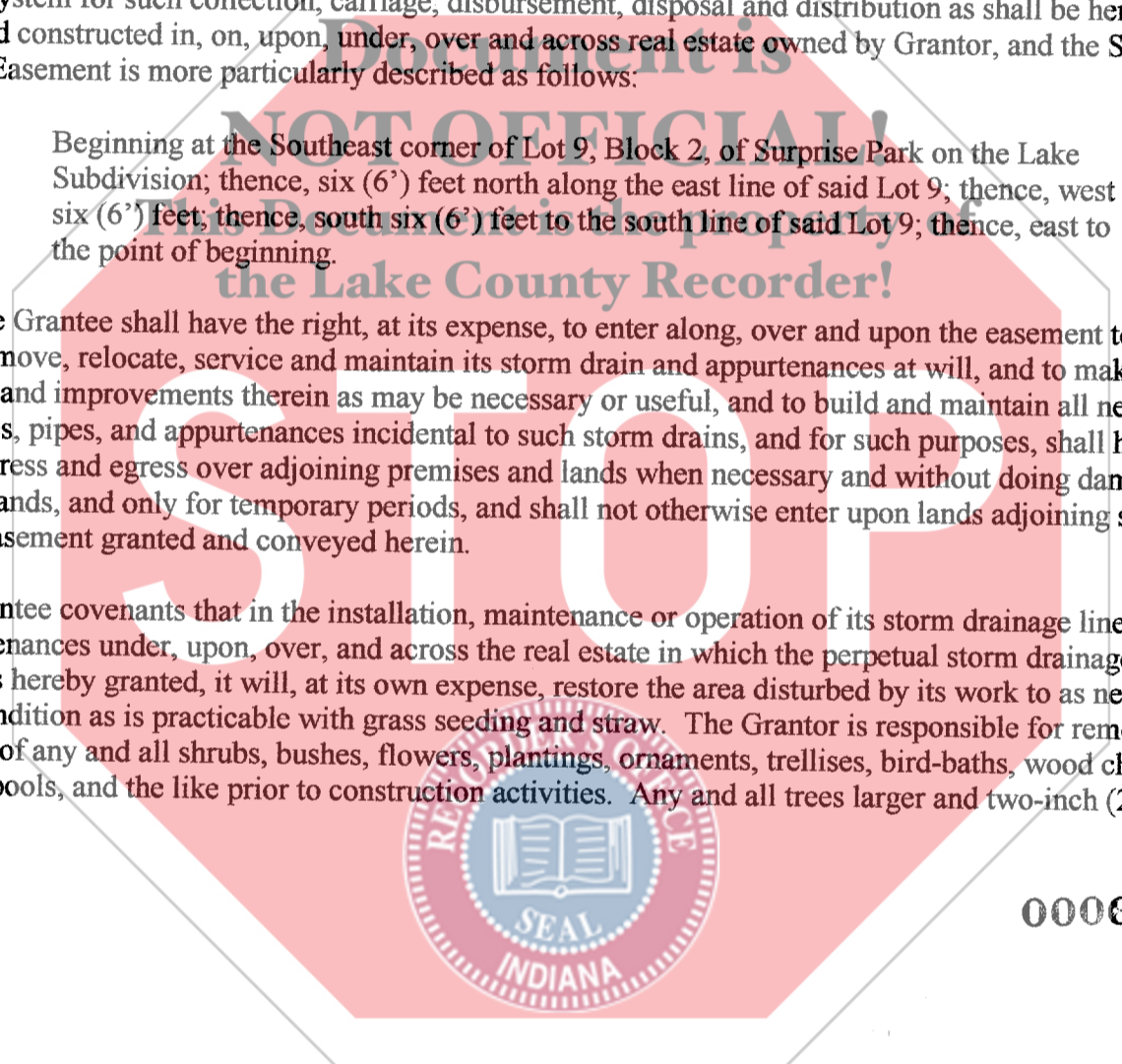
That Grantor owns and has title to certain real estate located in Cedar Lake, Lake County, Indiana, and desires to grant a Storm Drainage Easement to Grantee for utility associated purposes over the real estate.

**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 Grantor, Grantor does hereby grant, bargain, sell, convey and warrant unto the Grantee, its successors and assigns, forever, and perpetual storm drainage 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 storm drainage line or lines of pipe and appurtenances, as a part of the Grantee's System for the collection, carriage, and disposal of storm water in the Town of Cedar Lake and all areas serviced by the Grantee, with all necessary and convenient equipment, facilities, lines and connections therefore, and to operate by means thereof a system for such collection, carriage, disbursement, disposal and distribution as shall be hereafter located and constructed in, on, upon, under, over and across real estate owned by Grantor, and the Storm Drainage Easement is more particularly described as follows:

Beginning at the Southeast corner of Lot 9, Block 2, of Surprise Park on the Lake Subdivision; thence, six (6') feet north along the east line of said Lot 9; thence, west six (6') feet; thence, south six (6') feet to the south line of said Lot 9; thence, east to the point of beginning.

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 storm drain 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 drains, lines, pipes, and appurtenances incidental to such storm drains, and for such purposes, shall have the right to 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 storm drainage easement granted and conveyed herein.

Grantee covenants that in the installation, maintenance or operation of its storm drainage lines, pipes, and appurtenances under, upon, over, and across the real estate in which the perpetual storm drainage 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 with grass seeding and straw. The Grantor is responsible for removal and restoration of any and all shrubs, bushes, flowers, plantings, ornaments, trellises, bird-baths, wood chips, fountains, pools, and the like prior to construction activities. Any and all trees larger and two-inch (2") caliper



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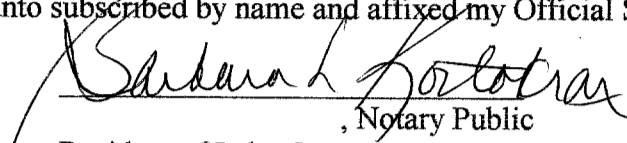
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GC  
AS

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF LAKE     )

Before me, the undersigned, a Notary Public in and for said County and State, on this 20<sup>th</sup> day of January, 2004, personally appeared STEVEN C. & NOVA J. WOOD, who acknowledged the execution of the foregoing Drainage Easement.

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

My Commission Expires:  
11-21-2009

  
\_\_\_\_\_  
Notary Public  
Resident of Lake County, IN



that require removal as determined by the Grantee shall be removed by an outside contractor hired by either the Grantor, the Grantee, or both. The Grantee will provide a two (2) week notice to the Grantor prior to construction activities, unless a declared emergency exists.

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 easements over, across or on the real estate in which the perpetual Storm Drainage 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 Storm Drainage 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 storm drainage easement against all lawful claims.

This Storm Drainage Easement 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 Drainage Easement this 20<sup>th</sup> day of January, 2009

**GRANTOR**

By: Steven C. Wood  
STEVEN C. WOOD

By: Nova J. Wood  
NOVA J. WOOD

**GRANTEE**

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

By: Robert Brannon, President

Attest: Claudia Mentink, Clerk-Treasurer



IN WITNESS WHEREOF, the Grantee hereto have duly executed this Drainage Easement this

20th day of January 2004.

**GRANTEE**

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

By: Greg Wornhoff  
Greg Wornhoff, President

Attest: Maralynn Echterling  
Maralynn Echterling, 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 12th day of April, 2004, personally appeared GREG WORNHOFF, as President of the Town Council of the Town of Cedar Lake, Lake County, Indiana, and MARALYNN ECHTERLING as Clerk-Treasurer of the Town of Cedar Lake, Lake County, Indiana, who acknowledged the execution of the foregoing Drainage 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:

11-21-2009

Barbara L Kortotray  
, Notary Public  
Resident of Lake County, IN

