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PERMANENT EASEMENT

THIS PERMANENT EASEMENT AGREEMENT made this 29th day of SEPT, 2004, by and between DONALD W. TUSSEY and CHARLOTTE TUSSEY, Husband and Wife, "GRANTOR", and THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, acting by and through its TOWN COUNCIL, "GRANTEE".

GRANTOR states and represents that they own and have title to certain Real Estate located in Cedar Lake, Lake County, Indiana, and seek to grant and convey a Permanent Easement to GRANTEE for stormwater, sanitary sewer, water and all other utility 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 and permanent 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, public utilities, and public improvements as shall be hereafter located and constructed in, on, upon, along, under, over and across the Real Estate owned by GRANTOR and situated in Cedar Lake, Lake County, Indiana, which Real Estate is more particularly described as follows, namely:

The North 7.5 feet of Lot 17, UTOPIA, Unit No. 1, as shown in Plat Book 34, Page 96, in Lake County, Indiana.

The GRANTEE shall have the right, at its expense, to enter along, over and upon the Permanent Easement for the purposes 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 Permanent Easement.

The GRANTEE covenants that in the installation, maintenance or operation of the public utility and public improvements, and appurtenances under, upon, over and across the Real Estate in which the Permanent 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 Permanent 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 and Permanent 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.

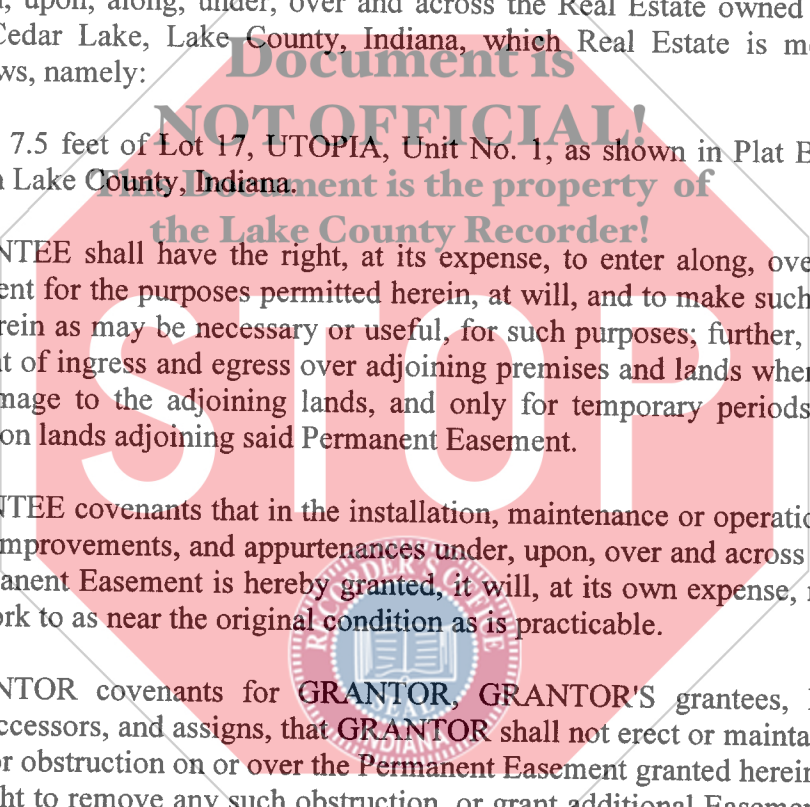
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STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

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Full right and authority is hereby granted unto the GRANTEE, its successors and assigns, to assign or convey to another or others, this Permanent 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 Permanent 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 Permanent Easement Agreement has been approved by affirmative action of the Town Council of the Town of Cedar Lake, Lake County, Indiana, at a public meeting of the Town Council, after a motion duly made and seconded, and the President of said Town Council and Town Clerk-Treasurer have been authorized to execute and attest, respectively, this Permanent Easement Agreement on behalf of GRANTEE.

This Permanent 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, and its successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Grant of Permanent Easement this 29th day of SEPT, 2004.

GRANTOR

GRANTEE

Document is NOT OFFICIAL!
This Document is to be filed with the Lake County Recorder.

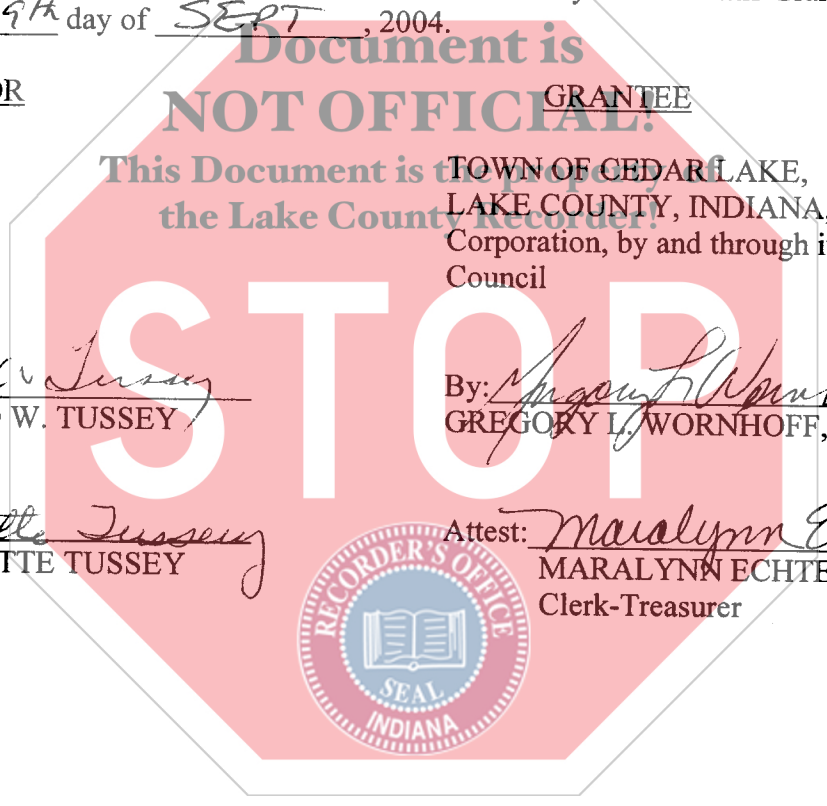
TOWN OF CEDAR LAKE,
LAKE COUNTY, INDIANA, a Municipal Corporation, by and through its Town Council

By: Donald W. Tussey
DONALD W. TUSSEY

By: Gregory L. Wornhoff
GREGORY L. WORNHOFF, President

By: Charlotte Tussey
CHARLOTTE TUSSEY

Attest: Maralynn Echterling
MARALYNN ECHTERLING,
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 29th day of SEPT, 2004, personally appeared Donald W. Tussey and Charlotte Tussey, Husband and Wife, who acknowledged the execution of the foregoing Permanent Easement Agreement.

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

My Commission Expires:

11-21-2009

Barbara L Kortolias
Notary Public
Resident of LAKE County, IN

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

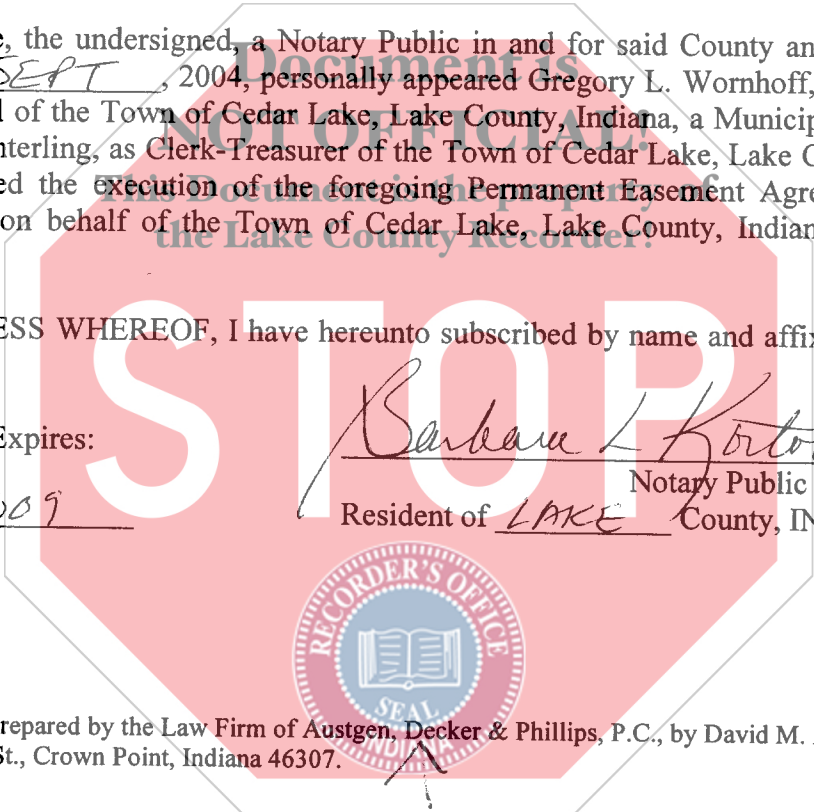
Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of SEPT, 2004, personally appeared Gregory L. Wornhoff, as President of the Town Council of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, and Maralynn Echterling, as Clerk-Treasurer of the Town of Cedar Lake, Lake County, Indiana, who acknowledged the execution of the foregoing Permanent Easement Agreement as such Officers for and on behalf of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation.

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

My Commission Expires:

11-21-2009

Barbara L Kortolias
Notary Public
Resident of LAKE County, IN



This Instrument was prepared by the Law Firm of Austgen, Decker & Phillips, P.C., by David M. Austgen, Attorney at Law, 130 N. Main St., Crown Point, Indiana 46307.