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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 076528

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MICHAEL A. BROWN
RECORDER

SEP 25 2007

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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

PERMANENT EASEMENT P1

THIS PERMANENT EASEMENT AGREEMENT made this 21ST day of SEPTEMBER 2007, by and between Demotte State Bank as Trustee for DSB Trust 147, "GRANTOR", and THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, acting by and through its duly elected TOWN COUNCIL, "GRANTEE".

GRANTOR states and represents that it owns and has title to certain Real Estate located in Cedar Lake, Lake County, Indiana, and seeks to grant and convey an Easement to GRANTEE for utility, public improvement and all related public use 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 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 Cedar Lake, Lake County, Indiana, and is more particularly described as follows, namely:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (EXCEPTING THEREFROM THE NORTH 165 FEET BY PARALLEL LINES); THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; AND THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA

The GRANTEE shall have the right, at its expense, to enter along, over and upon the Easement for the public purposes permitted herein, at will, and to make such alterations and improvements therein as may be necessary or useful for such public purposes; further, the GRANTEE shall have the right of ingress and egress over adjoining premises; further, the GRANTEE shall have the right in 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.

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 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.

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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 grant of 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 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.

The undersigned Person or Persons executing this Uniform Land Acquisition Offer on behalf of Demotte State Bank as Trustee for DSB Trust 147 represent and certify that they are duly authorized, are fully empowered to execute and deliver this instrument, and that all necessary entity action for the entry into this Permanent Easement Agreement has been taken and done.

IN WITNESS WHEREOF, the Parties hereto have duly executed this GRANT of Permanent Easement instrument this 21ST of SEPTEMBER 2007.

DEMOTTE STATE BANK AS TRUSTEE FOR DSB TRUST 147

Barbara A. Campbell

Demotte State Bank, as Trustee for DSB Trust 147

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Demotte State Bank as Trustee for DSB Trust 147 and acknowledged the execution of the foregoing Permanent Easement Agreement instrument.

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

My Commission Expires

05-23-2008



Jill A. Cates
Bill A. Cates
Resident of Gasper

Notary Public
County, IN

