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INDIANA
LAKE COUNTY
FILED FOR RECORD

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ASSIGNMENT AND ASSUMPTION OF EASEMENTS

This Assignment and Assumption of Easements (the "Assignments") is entered into this ²³ day of December, 2010, by and between Robins Nest Water Company, Inc., an Indiana Corporation ("Assignor") and the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation ("Assignee").

A. Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of December 7, 2010, ("Agreement"), pursuant to which Assignor agreed to assign and transfer Assignor's interest in certain easements set forth in the Agreement, a schedule of which easements is attached hereto as Exhibit A, and incorporated herein by this reference (herein, the "Easements").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein and each act performed hereunder, the parties hereto agree as follows:

1. **Transfer and Assignment by Assignor.** Assignor hereby assigns, transfers, sets over and conveys to Assignee all of its right, title, interest in, to and under any easements benefiting Assignor, including, the Easements.

2. **Assumption by Assignee.** Assignor hereby assumes, undertakes and agrees to discharge, perform and observe Assignor's obligations under the Easements, commencing as of the date hereof.

3. **Further Assurances.** The Parties hereto covenant and agree to execute such further instruments and take such further action as may be reasonably required by either party to fully effectuate the terms and provisions of this Assignment and the transactions contemplated herein.

4. **Survival of Provisions.** The covenants and obligations contained in this Assignment shall survive the consummation of the closing of the transactions contemplated by the Agreement and this Assignment shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns.

5. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Indiana. Venue for any dispute arising from this agreement of the Parties shall be the Circuit or Superior Courts of Lake County, Indiana.

6. **Counterparts.** This Assignment may be executed in counterparts which, when integrated, shall constitute one (1) original of this Assignment and facsimile or portable document format signatures shall be binding upon the Parties hereto.

After recording please
return to:
Lake Region Title Insurance Co.
130 N. Main St.
Crown Point, IN 46307



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DEC 28 2010

PEGGY HULINGA KATONA
LAKE COUNTY AUDITOR

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7. **Conflict.** In the event of any conflict or inconsistency between the terms hereof and the terms of the Agreement, the terms of the Agreement shall govern and control.

8. **Definitions.** Unless otherwise provided herein, all capitalized words and terms in this Assignment shall have the same meanings ascribed to such words and terms as in the Agreement.

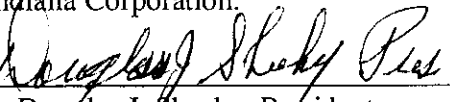
9. **Assignor Authority.** The undersigned individual executing this Assignment on behalf of Assignor represents and certifies that he is the duly elected President of Assignor and is fully empowered, by proper Resolutions of the Shareholders and Board of Directors of Assignor, to execute and deliver this Assignment and Assumption of Easements.

10. **Assignee Authority.** The undersigned individuals executing this Assignment on behalf of Assignee represent and certify that they are the duly elected President of the Cedar Lake Town Council and duly elected Town of Cedar Lake Clerk-Treasurer, fully empowered, by proper enabling Resolution of the Cedar Lake Town Council to execute and deliver this Assignment and Assumption of Easements.

IN WITNESS WHEREOF, Assignee and Assignor have caused this Assignment and Assumption of Easements to be duly executed as of the day and year written above.

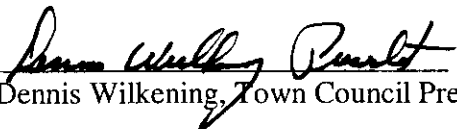
ASSIGNOR:

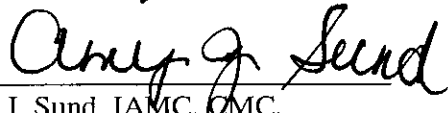
ROBINS NEST WATER COMPANY, INC.,
an Indiana Corporation.

By: 
Douglas J. Sheehy, President

ASSIGNEE:

TOWN OF CEDAR LAKE, LAKE COUNTY,
INDIANA, a municipal corporation.

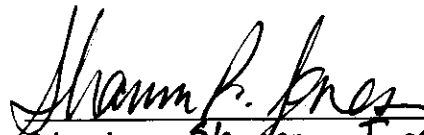
By: 
Dennis Wilkening, Town Council President

Attest: 
Amy J. Sund, IAMC, OMC,
Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public for the State of Indiana, personally appeared Douglas J. Sheehy, not individually, but as President of Robins Nest Water Company, Inc., an Indiana Corporation, who acknowledged the execution of the foregoing Assignment and Assumption of Easements on behalf of said entity.

Dated the 23 day of December 2010.


Printed: Shannon Jones
Notary Public


My Commission expires: 8-4-2016

My county of residence: Porter

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public for the State of Indiana, personally appeared Dennis Wilkening, and Amy J. Sund, not individually, but as duly elected and acting Town Council President and Clerk-Treasurer, respectively of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, who acknowledged the execution of the foregoing Assignment and Assumption of Easements on behalf of said entity.

Dated the 23rd day of December, 2010.


Printed: Shannon R. Jones
Notary Public

My Commission expires: 8-4-2016

My county of residence: Porter

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Robert B. Scott

This document prepared by and after recording return to Robert B. Scott; Clark, Quinn, Moses, Scott & Grahn, LLP; 320 N. Meridian Street, Suite 1100, Indianapolis, IN 46204

EXHIBIT A

EASEMENTS

1. Protective Easement dated November 6, 2000 between Robins Nest Development, L.L.C. and Robins Nest Water Company, Inc (Robins Nest Well Site); **Instrument No. 2000-081814.**
2. Permanent Construction Easement and Temporary Construction Easement dated May 28, 2008, from David A. Hill and Monica Hill (for water line out of Krystal Oaks subdivision to the MacArthur Elementary School property); **Instrument No. 2008-057280.**
3. Easement Agreement Dated November 6, 2009, from Lake County Park and Recreation Board to Company (for water main from Robins Nest Subdivision extending through county park to connect Krystal Oaks Subdivision); **Instrument No. 2010-073588.**