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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2011 046745

2011 AUG 26 AM 8: 50

MICHELLE B. FAJMAN  
RECORDER

**PERMANENT EASEMENT AGREEMENT**

THIS PERMANENT EASEMENT AGREEMENT (hereinafter "Easement") made this 14<sup>th</sup> day of July, 2011, by and between **KATHY M. DEARTH**, whose address is 7621 W. 134<sup>th</sup> Place, Cedar Lake, IN 46303, as "GRANTOR", and **THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA**, a Municipal Corporation, acting by and through its duly elected TOWN COUNCIL, as "GRANTEE", whose mailing address is 7408 Constitution Avenue, Cedar Lake, IN 46303.

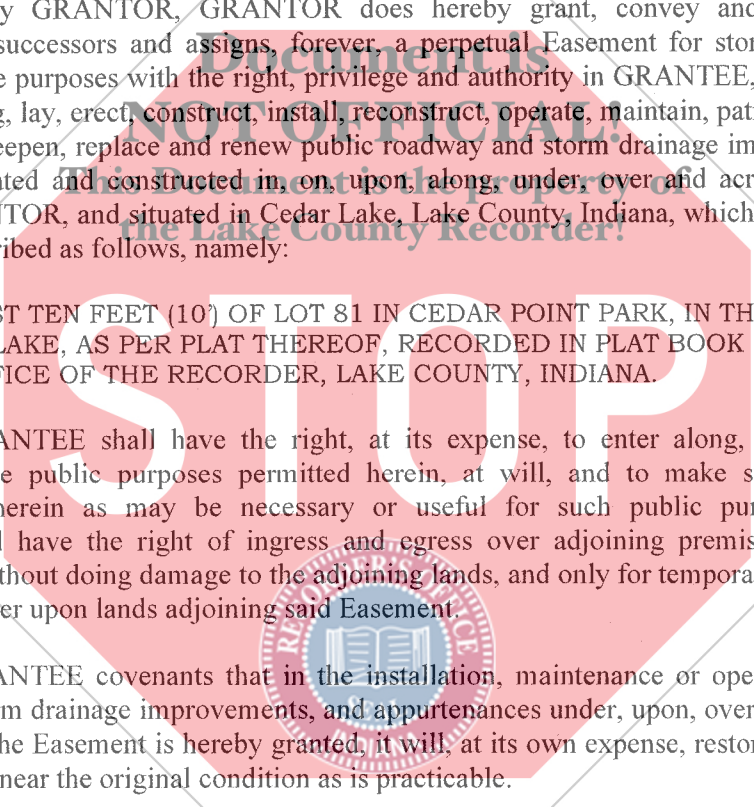
GRANTOR states and represents that it owns and has title to certain Real Estate located in Cedar Lake, Lake County, Indiana, and seeks to grant and convey an Easement to GRANTEE for public roadway and storm drainage improvements and all related public use purposes over the Real Estate.

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 for storm drainage and all related public use purposes 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 roadway and storm drainage 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 EAST TEN FEET (10') OF LOT 81 IN CEDAR POINT PARK, IN THE TOWN OF CEDAR LAKE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 15 PAGE 5, IN THE OFFICE OF THE RECORDER, 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 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 roadway and storm drainage 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.



**FILED**

AUG 26 2011

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

15<sup>00</sup>  
✓ #19598  
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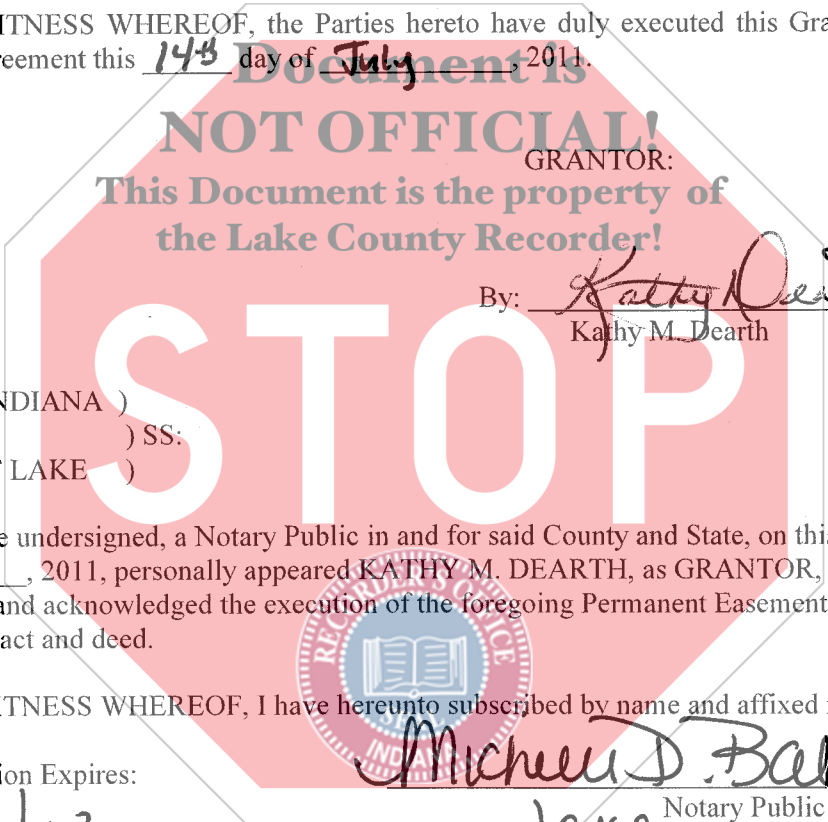
The GRANTOR covenants for GRANTOR, GRANTOR'S grantees, heirs, personal representatives, successors and assigns, that GRANTOR shall not erect or maintain any building or other structure or obstruction on or over the Easement granted herein, and gives the GRANTEE the right to remove any such obstruction, or grant additional Easements over, across or on the Real Estate in which the perpetual Easement is hereby granted 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 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.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Grant of Permanent Easement Agreement this 14<sup>th</sup> day of July, 2011.



GRANTOR:

This Document is the property of the Lake County Recorder!

By:

Kathy M. Dearth

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, on this 14 day of July, 2011, personally appeared KATHY M. DEARTH, as GRANTOR, who represented her authority and acknowledged the execution of the foregoing Permanent Easement Agreement as her voluntary act and deed.

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

My Commission Expires:

9/11/13

Michelle D. Baker

Notary Public

Resident of Lake County, IN

Michelle D Baker  
Notary Public Seal State of Indiana  
Lake County  
My Commission Expires 09/11/2013

**Acceptance by Town:**

This conveyance is accepted by the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, after action at a public meeting of the Town Council of the Town of Cedar Lake, Lake County, Indiana, and whereby the Town Council President and Town Clerk-Treasurer, respectively, were duly authorized to execute and attest this Acceptance and Acknowledgment.

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA,  
a Municipal Corporation

By: Robert H. Carnahan  
Robert H. Carnahan, Town Council President

Attest: Amy J. Sund  
Amy J. Sund, IAMC/CMC, Clerk-Treasurer

I affirm, under the penalties of perjury, that I have taken responsible care to redact each Social Security number in this document, unless required by law and this document was prepared by David M. Austgen, AUSTGEN KUIPER & ASSOCIATES P.C., 130 N. Main St., Crown Point, Indiana 46307. ←

