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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2011 046751

2011 AUG 26 AM 8:50

MICHELLE R. FAJMAN
RECORDER

PERMANENT EASEMENT AGREEMENT

THIS PERMANENT EASEMENT AGREEMENT (hereinafter "Easement") made this 6TH day of JUNE, 2011, by and between **HARRIET WOOSLEY AS TRUSTEE OF THE EDWARD M. WOOSLEY AND HARRIET WOOSLEY LIVING TRUST** dated June 15, 2000, "GRANTOR", whose mailing address is 8337 W. 128TH Place, Cedar Lake, IN 46303, and **THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA**, a Municipal Corporation, acting by and through its duly elected TOWN COUNCIL, "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 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, 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 NORTH TEN FEET (10') OF THE EAST TWENTY-FIVE (25') OF PART OF GOVT. LOT 1 IN SECTION 22, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, AS DESCRIBED IN DOCUMENT 2009-003680 RECORDED IN THE OFFICE OF THE RECORDER OF 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.

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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. ←

