TEMPORARY CONSTRUCTION AND PERMANENT UTILITY EASEMENT AGREEMENT

This Temporary Construction and Permanent Utility Easement Agreement is made this 5 day of 10 ne , 2015, between JACK L. FRIEDRICKSON and LINDA J. FRIEDRICKSON (hereinafter "GRANTOR"), and THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, acting by and through its duly elected TOWN COUNCIL (hereinafter "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 a temporary construction and permanent easement to GRANTEE for stormwater utility improvements and maintenance related purposes over GRANTOR's real estate. NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby tacknowledged by GRANTOR, GRANTOR does hereby grant, convey and warrant into the GRANTEE its successors and assigns, easements with the right, privilege and authority in	
GRANTEE, at its own expense, to enter upon, dig, lay, install, reconstruct, operate, maintain, patrol, continue, repair, keep in repair, deepen, replace and renew stormwater utility improvements, and all other related purposes 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 15' of Lot 137, Havenwood Subdivision, Phase 2, Unit temporary construction easement; the Lake County Recorder!	
and the North 10' of Lot 137, Havenwood Subdivision, Phase 2, Unit 8 for a permanent utility easement. Commonly known as 12519 Marsh Landing Parkway, Cedar Lake, IN 46303. ***transfer for no consideration to governmental entity***	/
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 the Easement. The GRANTEE covenants that it will, upon completion of the construction and installation of the utility and drainage improvements and appurtenances, and all other public utility improvements, at its own expense, restore or cause to be restored the area disturbed by its work to a graded condition only.	\$\frac{1}{x}}
The GRANTOR covenants for GRANTOR, GRANTOR segments, heirs, personal representatives, successors and assigns, that GRANTOR that not erect or maintain any building or other structure or obstruction on or over the Easement, and gives the GRANTEE the right to remove any such obstruction, or grant additional easements of the Permanent NO SALES DISCLOSURE NEEDED	3
Approved Assessor's Office JOHN E. PETALAS 04469 LAKE COUNTY AUDITOR COM	リニ

Utility Easement during the term of this Agreement. 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 Easement, is lawfully seized thereof, and has good right to grant and convey the Easement. The GRANTOR further guarantees the quiet possession hereof, and shall warrant and defend GRANTEE's title to the Easement against all lawful claims.

This Agreement shall be binding upon GRANTOR, GRANTOR's grantees, 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 GRANTOR also grants to the GRANTEE, its successors, assigns, agents, contractors, and employees the right to use construction equipment at the site of the construction herein described while working on the improvements.

The temporary construction Easement rights herein granted shall terminate 180 days from installation of the stormwater improvements by GRANTEE.

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IN WITNESS WHEREOF, the GRANTOR has 5 day of June, 2013.0cum	ent is hereto duly executed this Agreement this
GREATTOR	FICIAL!
By: This Document is ACK L. FRIEDRICKSON KE Count	the property of fuldricks ty Recognition J. FRIEDRICKSON
STATE OF INDIANA)	
COUNTY OF LAKE) SS:	
$\frac{1}{2}$ day of $\frac{1}{2}$ up $\frac{1}{2}$ $\frac{1}{2}$ nersonally	appeared JACK L. FRIEDRICKSON and
LINDA J. FRIEDRICKSON, GRANTOR MA	o represented their authority and acknowledged
the execution of the foregoing Easement as their	voluneary act and deed. to subscribed my name and affixed my Official
Seal.	Manual Control of the
My Commission Expires:	Notary Public Resident of Zaki County, IN
H·12-23	Resident of <u>Hake</u> County, IN
SHARON L. FREW Notary Public - Seal State of Indiana Lake County My Commission Expires Apr 12, 2023	2

Acceptance and Acknowledgement by Town:

This easement 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

Randell C. Niemeyer, Town Council President

Attest:

Amy J. Gross, IAMC, CMC, Clerk-Treasurer

I affirm, under the penalties of pe ponsible care to redact each Social Security number in this document, unle Timothy R. Kuiper, AUSTGEN KUIPER law and this document was prepared by This Document is the property of 46307.

After recording, return to: Timothy R. Kuiper, AUSTGEN KUIPER JASAITIS P.C., 130 N. Main St., Crown Point, Indiana 46307.