

**TEMPORARY CONSTRUCTION AND PERMANENT UTILITY
EASEMENT AGREEMENT**

This Temporary Construction and Permanent Utility Easement Agreement is made this 5 day of June, 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 on GRANTOR's 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, 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 8 for a temporary construction easement;

and the North 10' of Lot 137, Havenwood Subdivision, Phase 2, Unit 9 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, or 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.

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, and gives the GRANTEE the right to remove any such obstruction, or grant additional easements, or on the Permanent

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

JOHN E. PETALAS
LAKE COUNTY AUDITOR

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STATE OF INDIANA
LAKE COUNTY
RECORDER

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*This document is being re-recorded to correct scrivener's error in legal description.

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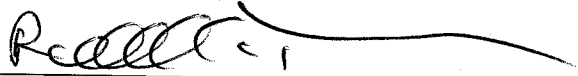
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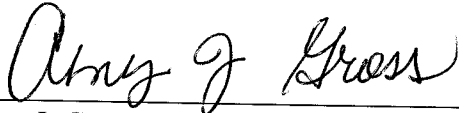
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Acceptance and Acknowledgement by Town:

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

By: 
Randell C. Niemeyer, Town Council President

Attest: 
Amy J. Gross, 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 Timothy R. Kuiper, AUSTGEN KUIPER JASAITIS P.C., 130 N. Main St., Crown Point, Indiana 46307.

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

