

NOT AN OFFICIAL DOCUMENT

GINA PIMENTEL
RECORDER

2022-029936

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

10:50 AM 2022 Aug 18

PERMANENT DRAINAGE and UTILITY EASEMENT

THIS PERMANENT DRAINAGE and UTILITY EASEMENT AGREEMENT (hereinafter, "Easement"), is made this 10th day of August, 2022, by and between Warren Woldt and Cindy Woldt, Husband and Wife, "GRANTORS", and THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, acting by and through its duly elected TOWN COUNCIL, "GRANTEE".

GRANTORS state and represent that they own and have title to certain Real Estate located in Lake County, Indiana, and seek to grant and convey an Easement to GRANTEE for sewer utility, drainage, public improvements, and all related public use purposes over the Real Estate.

NOW, THEREFORE, for the amount paid in hand of Eleven Thousand Two Hundred Dollars and 00/100 (\$11,200.00) Dollars, and all other good and valuable consideration, all of which is acknowledged by GRANTORS, GRANTORS do hereby grant, convey and warrant unto GRANTEE, its successors and assigns, forever, a perpetual 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 utilities and public improvements as shall be hereafter located and constructed in, on, upon, along, under, over and across the Real Estate owned by GRANTORS, and situated in, Lake County, Indiana, and which is more particularly described as follows, namely:

Key No.: 45-19-10-226-005.000-037

The Northeast Quarter of the Northeast Quarter of Section 10, Township 33 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, EXCEPTING THEREFROM the following parcels: The West 655.49 feet and the South 647.03 feet and the East 671.18 feet of the North 214.74 feet, in Lake County, Indiana.

Commonly Known As: 15710 Cline Avenue, Lowell, IN 46356

Further, for the amount paid in hand referenced above, and other good and valuable consideration, all of which is acknowledged by GRANTORS, GRANTORS do further hereby grant, convey and warrant unto GRANTEE, its successors and assigns, a Temporary Construction Easement, with the right, privilege and authority to GRANTEE, at its own expense, to utilize said Temporary Construction Easement for the repair, replacement and renewal of public utilities and public improvements in the Permanent Drainage and Utility Easement described aforesaid in, on, upon, along, under, over and across the parcel of real estate owned by GRANTORS situated in Lake County, Indiana, which is more particularly described as follows, namely:

Legal Description is attached as Exhibit "A", and is incorporated herein

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AUG 18 2022

25.00
CL# 46713
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This Easement shall exist, and be in full force and effect, from date of execution hereof, and to and including one (1) year from date of final completion of the public work project for which same is granted. At that time, the Temporary Construction Easement grant shall expire and terminate, leaving only the Permanent Drainage and Utility Easement remaining.

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 pursuant to the Temporary Construction Easement 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 utility and public 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.

The GRANTORS covenant for GRANTORS, GRANTORS' grantees, heirs, personal representatives, successors and assigns, that GRANTORS shall not erect or maintain any building or other structure or obstruction on or over the Easement granted herein, and give 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, except by express written permission from the GRANTEE, 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 Permanent Drainage and Utility Easement.

The GRANTORS hereby covenant that GRANTORS are the owners in fee simple of the Real Estate, are lawfully seized thereof, and have good right to grant and convey the foregoing Easement herein. The GRANTORS further guarantee the quiet possession hereof, and shall warrant and defend GRANTEE'S title to the Permanent Drainage and Utility Easement against all lawful claims.

This Permanent Drainage and Utility Easement Agreement shall be binding upon GRANTORS, GRANTORS' heirs, personal representatives, successors and assigns, and upon all other Parties claiming by, through or under GRANTORS, 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 Drainage and Utility Easement Agreement this 10th day of August, 2022.

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GRANTORS

Warren Woldt

Warren Woldt

Warne Woldt

Grantor Printed Name

Cindy Woldt

Cindy Woldt

CINDY WOLDT

Grantor Printed Name

STATE OF INDIANA)

COUNTY OF LAKE) SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 10th day of August, 2022, personally appeared Warren Woldt and Cindy Woldt, as GRANTORS, who acknowledged the execution of the foregoing Permanent Drainage and Utility Easement Agreement as their voluntary act and deed.

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

My Commission Expires:

Kerrie L. Cole

Notary Public
Resident of LAKE County,
State of INDIANA

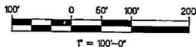


7 2022

THE TOWN OF CEDAR LAKE WEST SIDE SANITARY SEWER INTERCEPTOR - PROJECT 2

OWNER: WOLDT, WARREN & CINDY
 SITE ADDRESS: 15710 CLINE AVENUE
 MAILING ADDRESS: 15710 CLINE AVENUE, LOWELL, IN 46356
 CITY & STATE: LOWELL, IN 46356
 PARCEL: 45-19-10-226-005.000-037
 RECORD: ADMINISTRATOR'S DEED 2019-040537

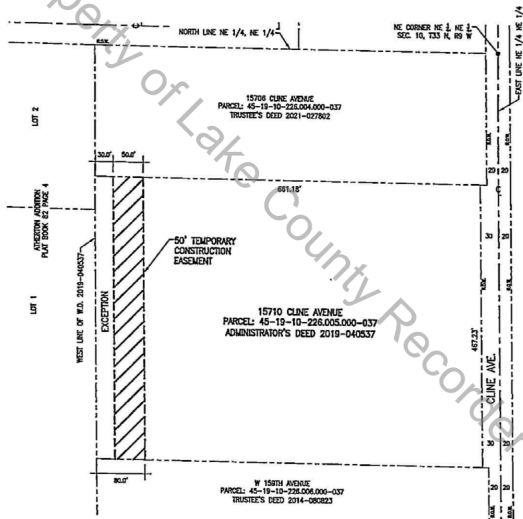
PRO-FORMA SURVEY
 THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY, OR A SURVEYOR LOCATION REPORT.



TEMPORARY CONSTRUCTION EASEMENT

A 50 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT, BEING PART OF A PARCEL DESCRIBED IN ADMINISTRATOR'S DEED 2019-040537 FROM THE LAKE COUNTY RECORDERS OFFICE, CROWN POINT, IN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WEST 80 FEET EXCEPTING THE WEST 30 FEET OF PARCEL DESCRIBED IN SAID DEED.

AREA CONTAINING 0.54 ACRES, MORE OR LESS.



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|--|------------------------|--|
| SHEET 1 | Designed: NJS | Customer: TOWN OF CEDAR LAKE |
| | Drawn: ZDD | Project Name: WEST SIDE SANITARY SEWER INTERCEPTOR - PROJECT 2 |
| Checked: MLH | Project Number: 20-554 | |
| Date & Time: 09/15/21 - 13:51 | | |
| Drawing Title: TEMPORARY CONSTRUCTION EASEMENT | | |
| Sub Title: LEGAL DESCRIPTION AND EXHIBIT *1* | | |
| Drawing Filename: K:\Projects\44205\SHARON\CAD\DWG\WEST CLINE\DWG\15710 Cline Ave.21.dwg | | |
| Horizontal Scale: 1:100 | Vertical Scale: N/A | |

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 Your Vision • Our Focus