

# NOT AN OFFICIAL DOCUMENT

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GINA PIMENTEL  
RECORDER  
STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2023-009979

10:36 AM 2023 Apr 6

## PERMANENT UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT AGREEMENT (hereinafter, "Easement"), is made this 4<sup>th</sup> day of April, 2023, by and between Derrill R. Kregel and Roberta E. Kregel, Husband and Wife (hereinafter "GRANTOR"), and THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, acting by and through its duly elected TOWN COUNCIL, "GRANTEE".

GRANTOR states and represents 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 Thirty-Two Thousand Two Hundred and Fifty (\$32,250.00) Dollars, and all other good and valuable consideration, all of which is acknowledged by GRANTOR, as set forth in the Counter-Offer of GRANTOR to GRANTEE, which Counter-Offer is attached hereto as Exhibit "B", GRANTOR does 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 GRANTOR, and situated in Lake County, Indiana, and which is more particularly described as follows, namely:

Legal Description is attached as (Exhibit "A"), and is incorporated herein  
Key Nos: 45-19-10-226-006.000-037  
Commonly Known as: 7705 W. 159<sup>th</sup> Ave., Lowell, IN 46356

Further, for the amount paid in hand referenced above, and other good and valuable consideration, all of which is acknowledged by GRANTOR, GRANTOR does further hereby grant, convey and warrant unto GRANTEE, its successors and assigns, a Temporary Construction Easement, with the right, privilege and authority of GRANTEE, and 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 Utility Easement described aforesaid in, on, upon, along, under, over and across the parcel of real estate owned by GRANTOR situated in Lake County, Indiana, which is more particularly described as follows, namely:

Legal Description is attached as (Exhibit "A"), and is incorporated herein  
Key Nos: 45-19-10-226-006.000-037  
Commonly Known as: 7705 W. 159<sup>th</sup> Ave., Lowell, IN 46356

**FILED**

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This Temporary Construction Easement granted hereby 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 Utility Easement remaining.

The GRANTOR has executed a Counter-Offer, inclusive of terms and conditions of said acceptance of the Counter-Offer, of which said Counter-Offer is attached hereto incorporated herein, and marked Exhibit "B". These terms and conditions of the Counter-Offer herein are integrated herein as part and parcel of this Permanent Utility Easement.

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 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 Permanent 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 Utility 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 Permanent Utility Easement against all lawful claims.

This Permanent Utility 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.



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## ACCEPTANCE AND ACKNOWLEDGEMENT

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: *Richard Sharpe*  
Richard Sharpe, Town Council President

Attest: *Jennifer N. Sandberg*  
Jennifer N. Sandberg, IAMC, CMC, CPFIM, Clerk-Treasurer

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, on this 4th day of April, 2023, personally appeared RICHARD SHARPE, not individually, but as President of the Town Council of the Town of Cedar Lake, Lake County, Indiana, as the duly authorized Purchasing Agent of the Town, and JENNIFER N. SANDBERG, not individually, but as Clerk-Treasurer of the Town of Cedar Lake, Lake County, Indiana, who acknowledged the execution of the foregoing Permanent Easement Agreement as such Officers in such capacity for and on behalf of the Town of Cedar Lake, Lake County, Indiana.

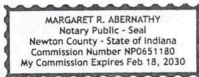
IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Official Seal.

My Commission Expires:

2-18-2030

*Margaret R. Abernathy*  
Notary Public  
Resident of Newton County, IN

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 JASAITIS P.C., 130 N. Main St., Crown Point, Indiana 46307.





## Parcel Plat - Drainage Utility Easements

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

**OWNER:** KRUGEL, DERRILL R. & ROBERTA E. h&w  
**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.

**SITE ADDRESS:** 11597EE AVENUE  
**MAILING ADDRESS:** 7705 W 159TH AVENUE, LOWELL, IN 46356  
**CITY & STATE:** LOWELL, IN 46356  
**PARCEL:** 45-19-10-216-006-000-637  
**RECORD:** TRUSTEE'S DEED 2014-060823

T = 1/16" = 1'-0"

### DRAINAGE AND UTILITY EASEMENT

A 30' FOOT WIDE DRAINAGE AND UTILITY EASEMENT, BEING PART OF A PARCEL DESCRIBED IN TRUSTEE'S DEED 2014-060823 FROM THE LAKE COUNTY RECORDERS OFFICE, CROSSING IN, MORE PARTICULARLY DESCRIBED AS FOLLOWS, THE WEST 1/4 FEET OF PARCEL DESCRIBED IN SAID DEED.

A 30' FOOT WIDE DRAINAGE AND UTILITY EASEMENT, BEING A 30' FOOT WIDE STRIP OF LAND 15 FEET ON EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS, BEGINNING FROM THE SOUTHWEST CORNER OF NORTHEAST QUARTER OF NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 10 NORTH, RANGE 1 WEST OF THE 2ND PRINCIPAL MERIDIAN, THENCE NORTHEAST ALONG CENTERLINE OF 15TH AVENUE FOR A DISTANCE OF 20 FEET, THENCE SOUTH PARALLEL WITH THE WEST LINE OF CEDAR AVENUE FOR A DISTANCE OF 30 FEET, THENCE WEST PARALLEL TO THE WEST LINE OF CEDAR AVENUE FOR A DISTANCE OF 15 FEET TO A POINT OF BEGINNING, THENCE WEST PARALLEL TO THE NORTH LINE OF 19TH AVENUE FOR A DISTANCE OF 20 FEET TO A POINT OF ENDING.

THE BOUNDARIES OF SAID STRIP OF LAND SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE ON THE NORTH RIGHT-OF-WAY OF 15TH AVENUE. AREA CONTAINING BUT ACCESS, BEING OR LESS.



<b>1</b>	Drawing Title:	DRAINAGE AND UTILITY EASEMENT	Customer:	TOWN OF CEDAR LAKE
	Sub Title:	LEGAL DESCRIPTION AND EXHIBIT	Project Name:	WEST SIDE SANITARY SEWER INTERCEPTOR - PROJECT 2
Drawing Parameters:	1:1=30'	Version Scale:	Project Number:	200-584
Plot Date/Time:	1/1/20	Date & Time:	Sheet/Total:	001/001 - 13/30

NIES engineering, inc.  
 7277 Corporate Centerway, Ellettsville, IN 47203  
 Phone: 317.844.8550 Fax: 317.844.7794  
 Your Vision • Our Focus



## Parcel Plat - Temporary Utility Easements

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

OWNER: KREGEL, DERRILL R. & ROBERTA E. h&w  
 SITE ADDRESS: W 159TH AVENUE  
 MAILING ADDRESS: 7705 W 159TH AVENUE, LOWELL, IN 46356  
 CITY & STATE: LOWELL, IN 46356  
 PARCEL: 45-19-10-226-006-000-037  
 RECORD: TRUSTEE'S DEED 2014-080823

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

T = 1/16" = 1'-0"

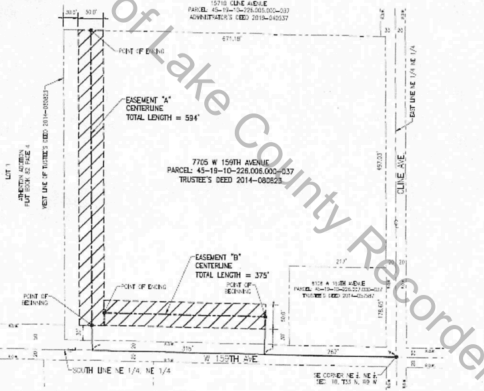
#### TEMPORARY CONSTRUCTION EASEMENT

**EASEMENT "A"**  
 A TEMPORARY CONSTRUCTION EASEMENT, BEING A POINT WISE STEP OF LAND LYING 22 FEET ON EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS: BEGINNING FROM THE SOUTHWEST CORNER OF NORTHEAST QUARTER OF NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 21 NORTH, RANGE 4 WEST OF THE 2ND MERIDIAN, THENCE WEST ALONG THE CENTERLINE OF SOUTH AVENUE FOR A DISTANCE OF 11 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SOUTH AVENUE FOR A DISTANCE OF 20 FEET TO A POINT ON THE SOUTH LINE OF PARCEL DESCRIBED IN TRUSTEE'S DEED 2014-080823; THENCE NORTH PARALLEL TO THE WEST LINE OF SOUTH AVENUE FOR A DISTANCE OF 20 FEET TO A POINT ON THE SOUTH LINE OF PARCEL; THENCE CONTINUING NORTH ALONG THE SAME BEARING FOR A DISTANCE OF 22 FEET TO A POINT OF BEGINNING. THENCE CONTINUING NORTH ALONG THE SAME BEARING FOR A DISTANCE OF 22 FEET TO A POINT OF BEGINNING.

AREA CONTAINING 137.66 ACRES, MORE OR LESS.

**EASEMENT "B"**  
 A TEMPORARY CONSTRUCTION EASEMENT, BEING A POINT WISE STEP OF LAND LYING 22 FEET ON EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS: BEGINNING FROM THE SOUTHWEST CORNER OF NORTHEAST QUARTER OF NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 21 NORTH, RANGE 4 WEST OF THE 2ND MERIDIAN, THENCE WEST ALONG THE CENTERLINE OF SOUTH AVENUE FOR A DISTANCE OF 11 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SOUTH AVENUE FOR A DISTANCE OF 20 FEET TO A POINT ON THE SOUTH LINE OF PARCEL DESCRIBED IN TRUSTEE'S DEED 2014-080823; THENCE NORTH PARALLEL TO THE WEST LINE OF SOUTH AVENUE FOR A DISTANCE OF 20 FEET TO A POINT ON THE SOUTH LINE OF PARCEL; THENCE CONTINUING NORTH ALONG THE SAME BEARING FOR A DISTANCE OF 22 FEET TO A POINT OF BEGINNING. THENCE CONTINUING NORTH ALONG THE SAME BEARING FOR A DISTANCE OF 22 FEET TO A POINT OF BEGINNING.

AREA CONTAINING 137.66 ACRES, MORE OR LESS.



<b>1</b>	Designed: NLS	Customer: TOWN OF CEDAR LAKE
	Drawn: JDB	Project Name: WEST SIDE SANITARY SEWER INTERCEPTOR - PROJECT 2
	Checked: MSH	Drawn & Title: 20-266
	Printed: 11/20/13	
Drawing Title: TEMPORARY CONSTRUCTION EASEMENT		
Sub Title: LEGAL DESCRIPTION AND EXHIBIT		
Drawing Number: 11/20/13		
Revision: 1/13		

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