

PERMANENT UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT AGREEMENT (hereinafter, "Easement") is made this 18 day of July, 2023, by and between Jose Mendoza, (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 hereby states and represents that he 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 water utility extension, drainage, public improvements, and all related public use purposes over the Real Estate.

NOW, THEREFORE, for the amount paid in hand of Fourteen Thousand Five Hundred and Zero (\$14,500.00) Dollars, and other good and valuable consideration, all of which is acknowledged and accepted by GRANTOR, the GRANTOR does hereby grant, convey and warrant unto GRANTEE its successors and assigns, forever, a Permanent Utility 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 Cedar Lake, Lake County, Indiana, and which parcel of real estate is more particularly described as follows, namely:

Legal Description is attached as Exhibit "A", including Site drawing, which is incorporated herein
Key Nos: 45-15-26-328-044.000-043
Commonly Known as: 13804 Morse Street, Cedar Lake, Indiana 46303

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 permitted and identified 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 Permanent Utility 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 Utility 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.

FILED

AUG 10 2023

2500
4911
SP

NOT AN OFFICIAL DOCUMENT

Full right and authority is hereby granted unto the GRANTEE, its successors and assigns, to assign or convey to another or others, this 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.

IN WITNESS WHEREOF, the Party/Parties hereto have duly executed this Permanent Utility Easement Agreement this 14th day of July, 2023.

GRANTOR

[Signature]
Jose Mendoza

STATE OF Indiana)
) SS:
COUNTY OF LAKE)

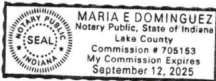
Before me, the undersigned, a Notary Public in and for said County and State, on this 14th day of July, 2023, personally appeared Jose Mendoza, as GRANTOR, who acknowledged the execution of the foregoing Permanent Utility Easement Agreement as his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Official Seal this 14th day of July, 2023.

My Commission Expires:

September 12, 2023

[Signature]
Notary Public
Resident of State County,
State of Indiana



NOT AN OFFICIAL DOCUMENT

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: [Signature]
Richard Sharpe, Town Council President

Attest: [Signature]
Jennifer N. Sandberg, I.A.M.C., C.M.C., C.P.F.I.M., Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

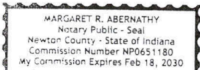
Before me, the undersigned, a Notary Public in and for said County and State, on this 18th day of July, 2023, personally appeared RICHARD SHARPE, not individually, but as President of the Town Council of the Town of Cedar Lake, Lake County, Indiana, as the duly authorized Purchasing Agent of the Town, 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 Utility Easement Agreement as such Officers, in such capacity, for and on behalf of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Official Seal this 18th day of July, 2023.

My Commission Expires:

2-18-2030

[Signature]
Notary Public
Resident of Newton County, IN



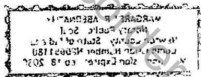
I affirm, under the penalties of perjury, that I have taken responsible care to redact each Social Security number in this document, unless required by law and this document was prepared by David M. Austgen, AUSTGEN KUIPER JASAITIS P.C., 130 N. Main St., Crown Point, Indiana 46307.

EXHIBIT "A"

LEGAL DESCRIPTION (Morse Street)

The East ½ of Lot 51 and all of Lots 52 and 53 in Block 1 in Binyou's Addition to Cedar Lake, as per plat thereof, recorded in Plat Book 16, page 13, in the Office of the Recorder of Lake County, Indiana.

Property of Lake County Recorder

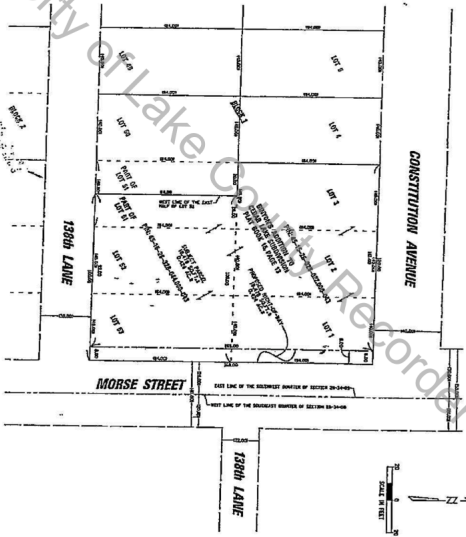


EXHIBIT

A

ENGINE: 2018 JEFFERSON
 FIELD NO: W-18-01-1128
 RECORD: 4-3-2018

RIGHT-OF-WAY EXHIBIT



- GENERAL NOTES:**
1. THIS EXHIBIT IS A PART OF THE RECORD MAP.
 2. THE RECORD MAP IS THE ONLY AUTHORITY FOR THE LOCATION OF THE RIGHT-OF-WAY.
 3. THE RECORD MAP IS THE ONLY AUTHORITY FOR THE LOCATION OF THE RIGHT-OF-WAY.
 4. THE RECORD MAP IS THE ONLY AUTHORITY FOR THE LOCATION OF THE RIGHT-OF-WAY.
 5. THE RECORD MAP IS THE ONLY AUTHORITY FOR THE LOCATION OF THE RIGHT-OF-WAY.
 6. THE RECORD MAP IS THE ONLY AUTHORITY FOR THE LOCATION OF THE RIGHT-OF-WAY.
 7. THE RECORD MAP IS THE ONLY AUTHORITY FOR THE LOCATION OF THE RIGHT-OF-WAY.
 8. THE RECORD MAP IS THE ONLY AUTHORITY FOR THE LOCATION OF THE RIGHT-OF-WAY.
 9. THE RECORD MAP IS THE ONLY AUTHORITY FOR THE LOCATION OF THE RIGHT-OF-WAY.
 10. THE RECORD MAP IS THE ONLY AUTHORITY FOR THE LOCATION OF THE RIGHT-OF-WAY.
 11. THE RECORD MAP IS THE ONLY AUTHORITY FOR THE LOCATION OF THE RIGHT-OF-WAY.
 12. THE RECORD MAP IS THE ONLY AUTHORITY FOR THE LOCATION OF THE RIGHT-OF-WAY.
 13. THE RECORD MAP IS THE ONLY AUTHORITY FOR THE LOCATION OF THE RIGHT-OF-WAY.
 14. THE RECORD MAP IS THE ONLY AUTHORITY FOR THE LOCATION OF THE RIGHT-OF-WAY.
 15. THE RECORD MAP IS THE ONLY AUTHORITY FOR THE LOCATION OF THE RIGHT-OF-WAY.

CHRISTOPHER B. BURKE
 ENGINEERING, LTD.
 1800 S. RICHMOND AVE., SUITE 600
 INDIANAPOLIS, INDIANA 46202
 (317) 822-0500

RIGHT-OF-WAY EXHIBIT
 TOWN OF CENSAH LAKE, INDIANA
 TOWN OF CENSAH LAKE

DATE	BY	PROJECT
04/03/2018	CB	1800 S. RICHMOND AVE., SUITE 600, INDIANAPOLIS, INDIANA
04/03/2018	CB	1800 S. RICHMOND AVE., SUITE 600, INDIANAPOLIS, INDIANA
04/03/2018	CB	1800 S. RICHMOND AVE., SUITE 600, INDIANAPOLIS, INDIANA

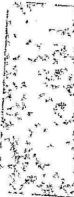


NOT AN OFFICIAL DOCUMENT



LEGAL DESCRIPTION (MORSE STREET 8' DEDICATION):

THE EAST 8.00 FEET OF LOTS 1 AND 53 IN BLOCK 1 OF BINYON'S ADDITION TO CEDAR LAKE SUBDIVISION IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA AND RECORDED IN PLAT BOOK 16, PAGE 13 IN THE LAKE COUNTY RECORDER'S OFFICE.



Property of Lake County Recorder