STATE OF INDIANA LAKE COUNTY RECORDED AS PRESENTED

11:13 AM 2023 Aug 10

PERMANENT UTILITY EASEMENT AGREEMENT

THIS BERMANENT UTILITY EASEMENT AGREEMENT (hereinafter, "Easement"), is made this 15 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 GRANTER 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 Four Thousand and Zero (\$4,000.00) 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, confinue, repair, keep in 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 ownred 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: 45-15-23-8-022.000-043 Commonly Known as: 7209 Constitution Avenue, 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, ar 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, herrs, 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.

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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 day of July, 2023.

GRANTO Jose Mendoza

COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County and State, on this 14 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.

WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Official Seal ules , 2023.

My Commission Expires:

September 12, 2025

Resident of County, State of

Notary Public

MARIA E DOMINGUEZ

Notary Public, State of Indiana Lake County Commission # 705153 My Commission Expires September 12, 2025

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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 ACKNOWLEDGEMENT.

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA,

a Municipal Corporation

MARGARET R. ABERNATHY
Notary Public - Seal
Newton County - State of Indiana
Commission Number NP0651180
My Conmission Expires Feb 18, 2030

Richard Sharpe, Town Council President
Attest, A. O. S. A.
Jennifor N. Sandberg JAMC, CMC, CPFIM, Clerk-Treasurer
STATE OF INDIANA)
COUNTY OF LAKE)
Before me, the undersigned, a Notary Public in and for said County and State, on this
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.
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IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Official Seal
this 18th day of Vuly, 2023.
My Commission Expires:
Notary Public
Devident of Many County IN

I affirm, under the control of the 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.

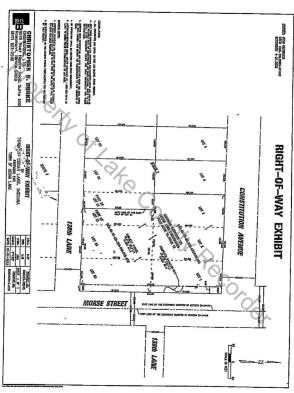
EXHIBIT "A"

LEGAL DESCRIPTION (Constitution Avenue)

Lots 1, 2 and 3 in Block 1 in Binyon'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







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. FICE.

FOR AND OF LAKE COUNTY PROCORDER INDIANA AND RECORDED IN PLAT BOOK 16, PAGE 13 IN THE LAKE COUNTY RECORDER'S