

PERMANENT UTILITY EASEMENT AGREEMENT

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 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, 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: 45-15-26-328-022.000-043
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, 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.

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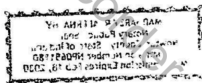
NOT AN OFFICIAL DOCUMENT

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

Property of Lake County Recorder





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