

FILED

Feb 22 2024 BDD
PEGGY HOLINGA-KATONA
LAKE COUNTY AUDITOR

PERMANENT DRAINAGE and UTILITY EASEMENT

THIS PERMANENT DRAINAGE and UTILITY EASEMENT AGREEMENT (hereinafter, "Easement") is made this 20 day of February, 2024, by and between THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, "GRANTOR", and THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, acting by and through its duly elected TOWN COUNCIL, "GRANTEE" for the purposes specified herein.

GRANTOR states and represents that they own and have title to certain Real Estate located in Cedar Lake, Lake County, Indiana, and seek to grant and convey an Easement to GRANTEE for Cedar Lake sewer utility, water utility, storm drainage, public improvements, and all related public use purposes over the Real Estate.

NOW, THEREFORE, for good and valuable consideration, all of which is acknowledged by GRANTOR, 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, including, but not limited to, sewer, water, drainage, public improvements, and infrastructure 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 is more particularly described as follows, namely:

Legal Description is attached as Exhibit "A", and is incorporated herein
Key No. 45-15-26-454-007.000-043
Commonly Known as: 13961 Edison Street, Cedar Lake, IN 46303

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 and GRANTEE, and 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, long, under, over and across the parcel of real estate owned by GRANTOR situated in Cedar Lake, Lake County, Indiana, which is more particularly described as follows, namely:

Legal Description is attached as Exhibit "B", and is incorporated herein
Key No. 45-15-26-454-007.000-043
Commonly Known as: 13961 Edison Street, Cedar Lake, IN 46303

This Temporary Construction Easement shall exist and be in full force and effect from date of execution hereof, 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

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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 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 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 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 Drainage and Utility Easement against all lawful claims.

This Permanent Drainage and 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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IN WITNESS WHEREOF, the Parties hereto have duly executed this Grant of Permanent Drainage and Utility Easement Agreement this 20 day of February 2024.

GRANTOR

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA,
a Municipal Corporation

By: [Signature]
Nick Recupito, Town Council President

Attest: [Signature]
Jennifer N. Sandberg, IAMC, CMC, CPFIM
Clerk-Treasurer

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

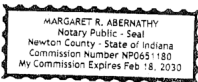
Before me, the undersigned, a Notary Public in and for said County and State, on this 20th day of February, 2024, personally appeared, NICK RECUPITO, not individually, but as President of the Town Council of the Town of Cedar Lake, Lake County, Indiana, as the duly authorized Purchasing Agent of the Town, and JENNIFER N. SANDBERG, IAMC, CMC, CPFIM, Clerk-Treasurer not individually, but as Clerk-Treasurer of the Town of Cedar Lake, Lake County, Indiana, as GRANTOR, who acknowledged the execution of the foregoing Permanent Drainage and Utility Easement Agreement as his/her/their voluntary act and deed.

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

My Commission Expires:

2-18-2030

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



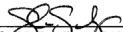
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Acceptance and Acknowledgement by Town:

This conveyance is accepted by the Town of Cedar Lake, Lake County, Indiana, 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: 
Nick Recupito, Town Council President

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

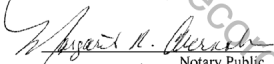
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

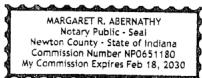
Before me, the undersigned, a Notary Public in and for said County and State, on this 20th day of February, 2024, personally appeared NICK RECUPITO, not individually, but as President of the Town Council of the Town of Cedar Lake, Lake County, Indiana, as the duly authorized Purchasing Agent of the Town, and JENNIFER N. SANDBERG, IAMC, CMC, CPFIM, Clerk-Treasurer not individually, but as Clerk-Treasurer of the Town of Cedar Lake, Lake County, Indiana, who acknowledged the execution of the foregoing Permanent Drainage and Utility 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:

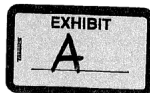
2-18-2030


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 applicable law and this document was prepared by David M. Austgen, AUSTGEN KUIJPER JASAITIS P.C., 130 N. Main St., Crown Point, Indiana 46307.

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LEGAL DESCRIPTION (PERMANENT DRAINAGE AND UTILITY EASEMENT):

THAT PART OF LOTS 7 AND 8 IN BLOCK 1 IN HALLEY'S CEDAR LAKE SUBDIVISION, BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGE 55 IN LAKE COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 7, HAVING AN ASSUMED BEARING OF SOUTH 00 DEGREES 20 MINUTES 53 SECONDS WEST A DISTANCE OF 13.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 19 MINUTES 16 SECONDS EAST, 85.67 FEET TO A POINT ON THE EAST LINE OF SAID LOT 7, SAID POINT BEING 11.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 7 AS MEASURED ON SAID EAST LINE; THENCE SOUTH 00 DEGREES 20 MINUTES 53 SECONDS WEST, 15.00 FEET ALONG SAID EAST LINE AND THE EAST LINE OF SAID LOT 8 TO A POINT 1.00 FOOT SOUTH OF THE NORTHEAST CORNER OF SAID LOT 8 AS MEASURED ON SAID EAST LINE; THENCE SOUTH 89 DEGREES 19 MINUTES 16 SECONDS WEST, 26.55 FEET; THENCE SOUTH 76 DEGREES 03 MINUTES 27 SECONDS WEST, 61.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 8, SAID POINT BEING 7.50 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 8 AS MEASURED ON SAID WEST LINE; THENCE NORTH 00 DEGREES 20 MINUTES 53 SECONDS EAST, 29.00 FEET ALONG SAID WEST LINE AND THE WEST LINE OF SAID LOT 7 TO THE POINT OF BEGINNING.

