

PUBLIC IMPROVEMENT LIEN

The undersigned, **LIFEHOUSE DEVELOPMENT LLC, D/B/A LIFEHOUSE HOMES, LLC**, P.O. Box 352, Lowell, Lake County, Indiana 46356 (hereinafter "**LIFEHOUSE**"), being first duly sworn, makes this sworn statement and award of lien upon the property described below and says that:

1. **LIFEHOUSE** grants to the **TOWN OF LOWELL STORMWATER BOARD**, a utility board, 501 East Main St., P.O. Box 157, Lowell, Indiana 46356, (hereinafter "**LOWELL**") a lien on land in Beverly Estates Subdivision, Unit II, Phase 3, located generally at 18306 Clark Road, Lowell, Lake County, Indiana, identified as part of Parcel #45-19-25-276-001.000-008, and part of the real estate legally described as follows:

SE ¼ of NE ¼ of section 25, township 33N, range 9 west of 2nd principle meridian, Lake County, IN, excepting therefrom, the following described parcel (recorded as W.D. #311572). That part of the SE quarter of the NE quarter of section 25, township 33N, range 9 west of the 2nd principle meridian, commencing 250.00 feet north of the SE corner of said SE Quarter of the NE quarter on the East line of said section: thence north 125.00 feet on said East line. Thence West perpendicular to the East line of said section, a distance of 425.00 feet: thence south 125.00 feet parallel to said east line: thence east perpendicular to the east line of said section, a distance of 425.00 feet to the place of commencement,

(hereinafter "Real Estate"), for **LOWELL'S** advancement of **LIFEHOUSE'S** 50% share of the total cost owed to the contractor for the extension and installation of a stormwater main and related utility infrastructure on the Real Estate, pursuant to the parties' *Agreement to Install Utility Infrastructure in Beverly Estates Unit II between the Town of Lowell Stormwater Board and Lifehouse Development, LLC*, dated August 20, 2024.

2. The amount of the lien in favor of **LOWELL** is Fifty Thousand Seven Hundred Fifty and 00/100ths (\$50,750.00) Dollars.

3. The lien in favor of **LOWELL** at all times shall be a priority lien over all other liens on the Real Estate.

4. The Town of Lowell shall not approve a final plat, in full or in part, for Beverly Estates Unit II, Phase 3, nor shall **LOWELL** release any portion of this lien until **LIFEHOUSE** has made reimbursement in full to **LOWELL**.

5. The work and labor were completed, and the materials and services were furnished within the last sixty (60) days.

Dated this ____ day of November 2024.

**LIFEHOUSE DEVELOPMENT, LLC
D/B/A LIFEHOUSE HOMES, LLC**

By: _____
Todd Harbrecht, President

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

In witness whereof, on this ____ day of November 2024, before me, a Notary Public in and for said county and state aforesaid, personally appeared **Todd Harbrecht**, President of **LIFEHOUSE DEVELOPMENT, LLC D/B/A LIFEHOUSE HOMES, LLC**, who acknowledged the execution of the foregoing *Public Improvement Lien*, and who, having been duly sworn, stated that any representations contained herein are true.

Notary Signature _____

(SEAL)

Notary Printed Name _____

My Commission Expires _____

My Commission No.: _____

Residency: Lake County, Indiana

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /s/ Nicole A. Bennett

This instrument prepared by: Nicole A. Bennett, Esq. (#20538-45); Westland & Bennett P.C.
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