

Margaret Kuchta  
414 Main Hobart 46347  
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MAR 24 1986

AGREEMENT FOR PERMANENT EASEMENT FOR  
SANTARY SEWER

*Frederick O. ...*  
AUDITOR LAKE COUNTY

KNOW ALL MEN BY THESE PRESENTS, that RAY TUCKER

("Grantors") for valuable consideration, does hereby grant unto the CITY OF HOBART, INDIANA, ("Grantee"), a permanent easement to lay, install, use, maintain, inspect and repair a sanitary sewer, together with manholes and all other necessary equipment or fixtures used in connection with said sanitary sewer, and for ingress and egress, over and across the following described real estate located in Lake County, Indiana to-wit:

See Attached Legal Description

STATE OF INDIANA  
LAKE COUNTY  
RECORDER  
MAR 21 11 21 AM 1986  
RUDOLPH CLAY  
RECORDER

- 1) The Easement for sanitary sewer is granted for the purpose of enabling said Grantee to construct, keep, and maintain a sanitary sewer line for its collection system; and it is expressly agreed that said sanitary sewer line, and all other necessary equipment and fixtures in connection therewith shall at all times be subject to the control, rules and regulations of the City of Hobart, Indiana, shall be the sole property of said Grantee, and shall at all times be and remain accessible to said Grantee, its employees, and agents.
- 2) Grantor's, their heirs and assigns hereby release the City of Hobart, its agents and employees, assigns and successors, from any and all liability for damage to any remaining lands resulting from this conveyance and construction and maintenance of said sewer provided the Grantee, its agents and employees, assigns and successors, shall as soon as practicable after construction of said sewer and all subsequent alterations and repairs thereto, restore all property of the Grantor to a neat and presentable condition, equal to the condition prior to construction, this covenant to run with the land.

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3) Grantee hereby covenants that there shall be no charge to the Grantor for the construction of said sanitary sewer. At the time Grantor connects to said sanitary sewer the normal City of Hobart Connection Fee ("TAP ON" FEE) in effect at the time of connection shall be payable.

4) The rights granted herein shall not be construed to interfere with or restrict the Grantors, their heirs or assigns use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said sewer.

5) Grantor hereby covenants that it is the lawful owner in fee simple of said real estate, and has good right to grant and convey the foregoing easement therein. Grantor guarantees the quiet possession thereof to Grantee and Grantor will warrant and defend title to said easement against all lawful claims.

6) It is further agreed that this agreement shall bind the heirs, executors, administrators, grantees, assigns, and successors-in-interest by any name of the parties.

7) It is further agreed and understood that in accordance with a letter to Grantor dated January 29, 1986, attached hereto, that at such time sewer connection is made from the property to the sewer the normal City of Hobart Connection Fee ("TAP ON" FEE) shall be calculated according to the Grantor's frontage on Shelby Street, which frontage is approximately 120 feet, and being the east boundary of the lot situated and located at 455 South Shelby Street.

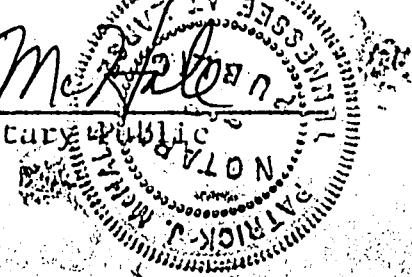
IN WITNESS WHEREOF, said Grantors have duly executed this instrument at ~~Hobart, Indiana~~, on the 24 day of February, 1986.  
Murfreesboro, Tennessee

Ray Tucker  
Ray Tucker

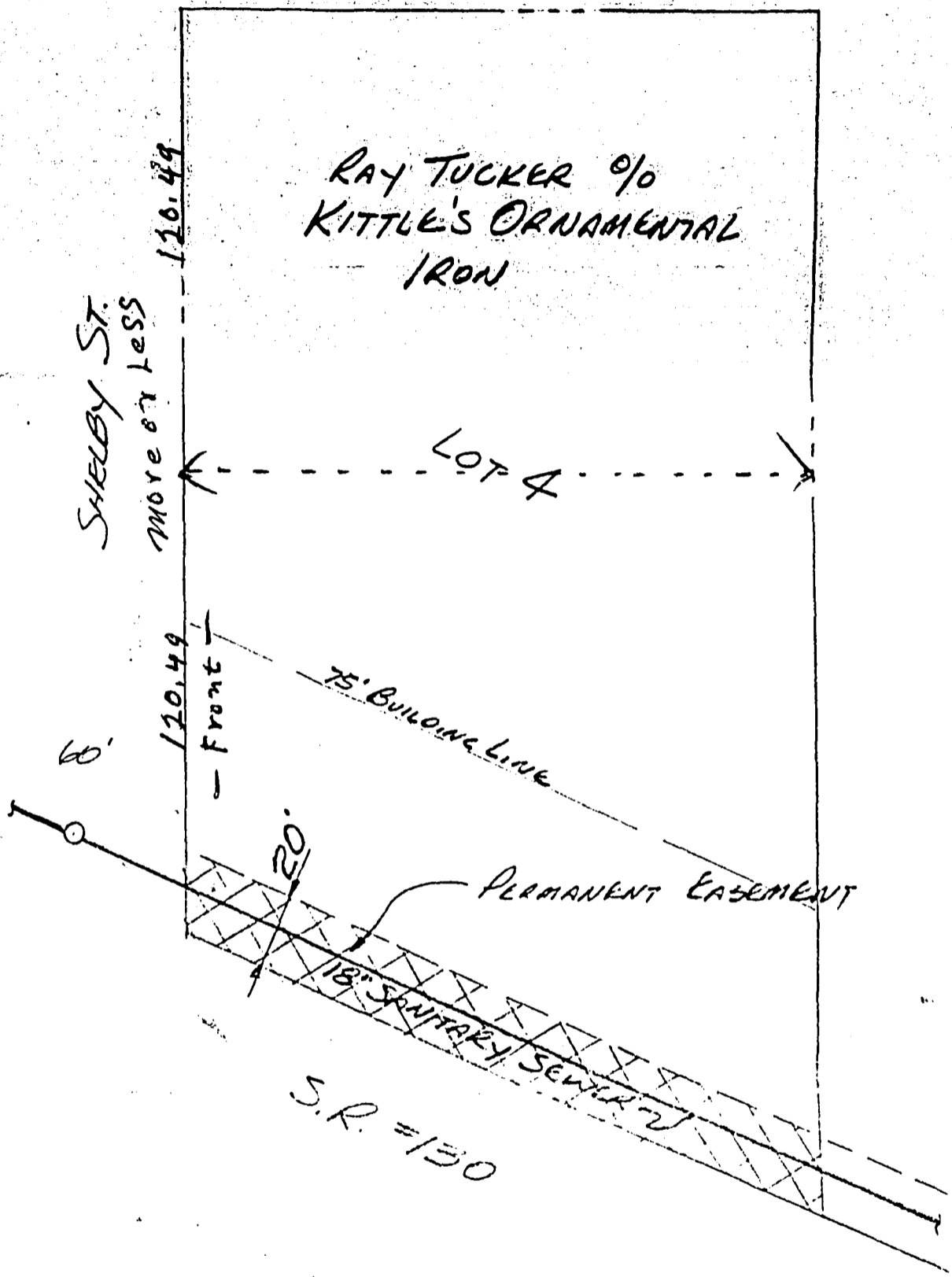
TENNESSEE  
STATE OF INDIANA )  
COUNTY OF ~~LAKE~~ )  
Rutherford

Before me, a Notary Public, in and for said Country and State, personally appeared Ray Tucker and who acknowledged the execution of the foregoing easement this 24 day of February, 1986

My Commission Expires: 2/4/89

Patrick J. McFall  
Notary Public  


This instrument prepared by Charles Stoner, Attorney at Law, 8585 Broadway, Merrillville, IN 46410



**SANITARY SEWER EASEMENT**  
FOR CITY OF HEART, IN.

DATE: 10-7-85 SCALE: 1"=50'

PREPARED BY: D.H. CARTER, CITY ENGR.

SEE ACCOMPANYING SHEET FOR DESCRIPTION

Key Tucker

LEGAL DESCRIPTION FOR SANITARY SEWER EASEMENT

*Key # 17-236-4*

The Southerly twenty (20) feet, adjacent to the Northerly right-of-way line of State Highway #130, measured at right angles thereto, of Lot 4, Garcher's Industrial Complex, in the City of Hobart, Lake County, Indiana.

Key