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Margaret Kuchta

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FILED

MAR 24 1966

AGREEMENT FOR PERMANENT EASEMENT FOR
STORM SEWER

AUDITOR LAKE COUNTY

KNOW ALL MEN BY THESE PRESENTS, that Ronald L. Atherton, Leo T. Hatch & Stanley M. Grudzinski ("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 storm sewer, together with manholes and all other necessary equipment or fixtures used in connection with said storm sewer, and for ingress and egress, over and across the following described real estate located in Lake County, Indiana to

See Attached Legal Description

- 1) The easement for storm sewer is granted for the purpose of enabling said Grantee to construct, keep, and maintain a storm sewer line for its collection system; and it is expressly agreed that said storm 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.
- 3) Grantee hereby covenants that there shall be no charge to the Grantor for the construction of said storm sewer.
- 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 there of to Grantee and Grantor will warrant and defend title to said easement against all lawful claims.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
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P.S.

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.

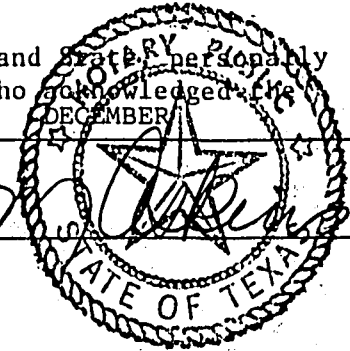
IN WITNESS WHEREOF, said Grantors have duly executed this instrument at Hobart, Indiana, on the 30th day of December, 1985.

STATE OF TEXAS)
COUNTY OF HARRIS)

Ronald L. Atherton
Ronald L. Atherton

Before me, a Notary Public, in and for said County and State, personally appeared RONALD L. ATHERTON who acknowledged the execution of the foregoing easement this 30 day of DECEMBER, 1985.

Suzan M. Askins
Notary Public



My Commission Expires:
August 25, 1988

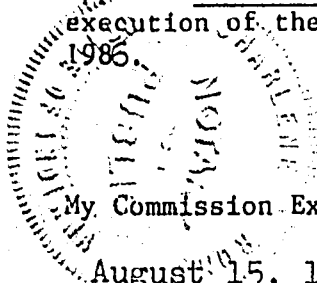
SUZAN M. ASKINS
My Commission Expires August 25, 1988

STATE OF Indiana)
COUNTY OF Porter)

Leo T. Hatch
Leo T. Hatch

Before me, a Notary Public, in and for said County and State, personally appeared Leo T. Hatch who acknowledged the execution of the foregoing easement this 6th day of January, 1986.

Charlene M. Ronk
Notary Public Charlene M. Ronk
Porter County Resident



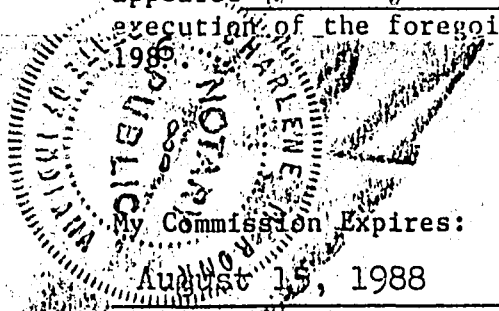
My Commission Expires:
August 15, 1988

STATE OF Indiana)
COUNTY OF Porter)

Stanley M. Grudzinski
Stanley M. Grudzinski

Before me, a Notary Public, in and for said County and State, personally appeared Stanley M. Grudzinski who acknowledged the execution of the foregoing easement this 6th day of January, 1986.

Charlene M. Ronk
Notary Public Charlene M. Ronk
Porter County Resident

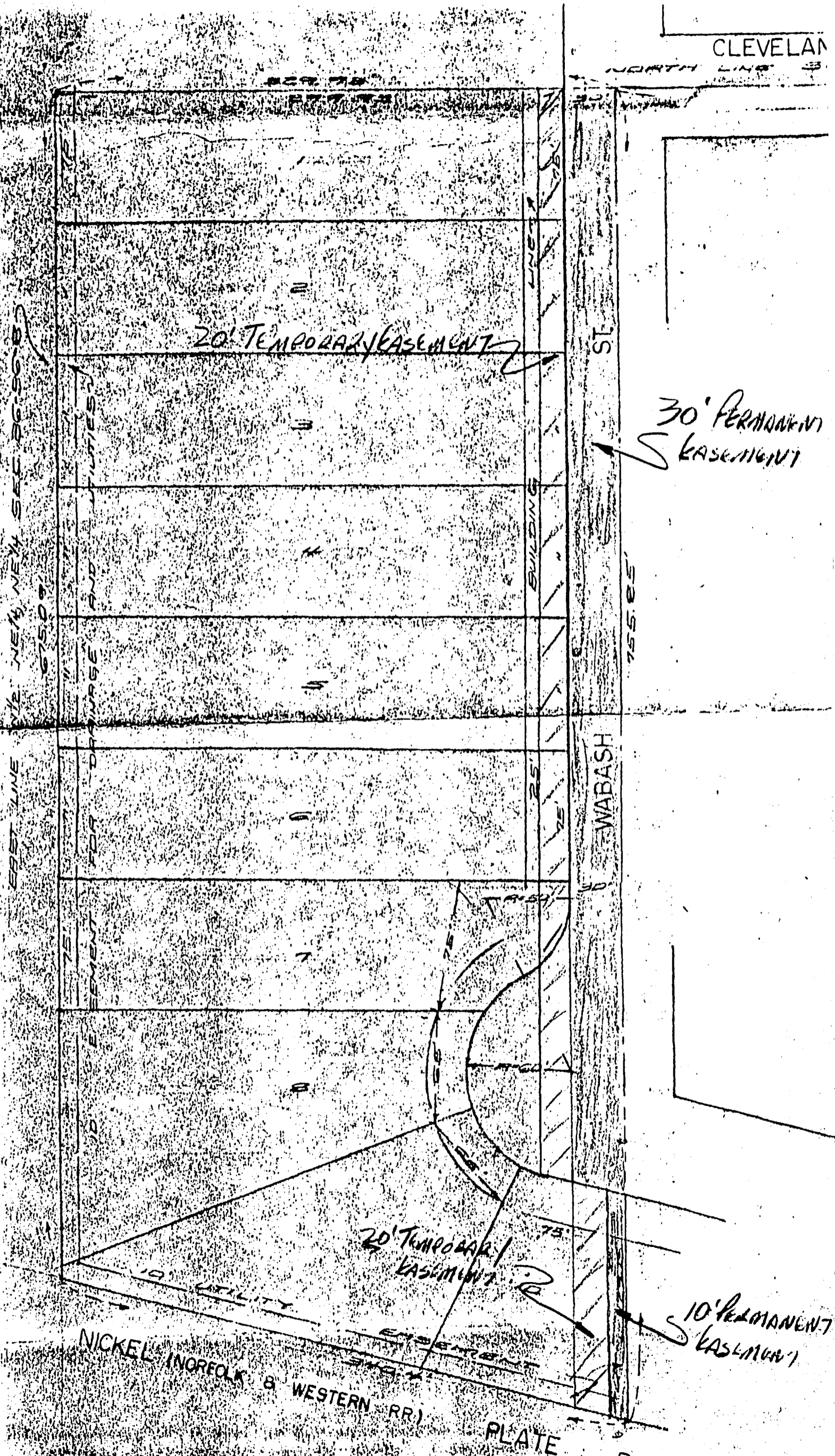


My Commission Expires:
August 15, 1988

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

CLEVELAND

NORTH LINE



20' TEMPORARY EASEMENT

30' PERMANENT EASEMENT

WABASH ST

NICKEL INDEPENDENT & WESTERN RR
PLATE

20' TEMPORARY EASEMENT

10' PERMANENT EASEMENT

EAST LINE
EASEMENT FOR DRAINAGE AND UTILITIES

WEST LINE
1/2 NW 1/4 SEC 26-56-8
675.08'

75.5.85

BUILDING

25'

30'

75'

10' UTILITY EASEMENT

RONALD L. ATHERTON, LEO T. HATCH & STANLEY M. GRUDZINSKI
C/O PORTAGE REAL ESTATE

EASEMENT FOR STORM SEWER

Key # 17-38-6

The East 30 feet of the $W\frac{1}{2}$, $E\frac{1}{2}$, $NE\frac{1}{4}$, $NE\frac{1}{4}$ Section 36, Township 36 North, Range 8 West of the 2nd P.M. lying North of a line parallel to and 129.15 feet North of the North right-of-way line the New York, Chicago & St. Louis Railway (Norfolk & Southern); and the East 10 feet of said $W\frac{1}{2}$, $E\frac{1}{2}$, $NE\frac{1}{4}$, $NE\frac{1}{4}$, lying between the North right-of-way line of the said Railway and the line parallel to and 129.15 feet North thereof, located in the City of Hobart, Lake County, Indiana.

Also a temporary easement for use during construction, abutting the aforescribed strip of land on the West for the entire length thereof, which is 20 feet in width.