

FILED

LAKE COUNTY
FILED FOR RECORD

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EASEMENT

MARGARET CLELAND
RECORDER

SAM ORLICH

LAKE COUNTY

THIS AGREEMENT, made this 9th day of June, 1995

by and between James Wright, Executor of the estate of Rena Wright d/b/a Wright's Mobile Home Park, hereinafter called Grantor, and Sage Investments, Inc., hereinafter called Grantee.

That for and in consideration of the mutual promises and covenants herein and the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant unto the Grantee forever a perpetual right-of-way and easement, and a temporary easement for construction purposes only on each side of the perpetual easement to make the original installation, with the right, privilege and authority in Grantee to enter upon, dig, lay, erect, construct, install, reconstruct, operate, maintain, patrol, continue, repair, replace and renew a sewer line or lines of pipe as a part of the Grantee's System and Works for the collection, carriage, treatment and disposal of the waste, sewage, garbage, storm water, and refuse of the Grantee, with all necessary and convenient equipment, facilities, service pipes, line and connections therefore, and to operate by means thereof a system for such collection, carriage, treatment and disposal, as shall be hereafter located and constructed in, on, upon, along, under, over and across the following described real estate owned by Grantor and situated in Lake County, Indiana, to-wit:

Handwritten initials/signature

001323

See attached Plat of Survey with legal description thereon which is made a part hereof as Exhibit "A".

The Grantee, its successors and assigns shall have the right to enter along, over and upon said easement to repair, relocate, service and maintain such sewers, at will, and to make such alterations and improvements in the facilities thereof as may be necessary or useful, to remove from the extent of the right-of-way any encroaching trees, buildings or other obstructions to the free and unobstructed use of such easement, and to build and maintain all necessary intakes, catch basins, and other devices incident to such sewers, and shall have the right of ingress and egress only over adjoining premises and lands when necessary and without doing damage to such adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said easement.

Grantee covenants that, in the installation, maintenance or operation of its sewer and appurtenances, under, upon, over and across said tract of land in which the perpetual easement is hereby granted, it will restore the area disturbed in its work to as near the original condition as is practicable.

Grantor herein covenants for themselves, their Grantees, successors and assigns that they will not erect or maintain any building or other structure or obstruction, except for streets and alleys, on or over said sewer and appurtenances on said tract of land in which the perpetual right-of-way and easement is

hereby granted, except by express permission from the Grantee, in writing, and in accordance with the terms thereof, and 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, convey or set over, to another or others, the easement hereby granted.

A survey showing the route, courses, and distance through the above premises and lands and width of right-of-way is attached hereto and made a part hereof and marked Exhibit "A".

Grantor acknowledges that the benefit to the remaining land owned by Grantor, by reason of the installation of the sewer lines in and across the easement granted hereby and the additional covenants, promises and obligations of Grantee herein set forth is just compensation for the granting of the easement.

Grantor hereby covenants that they are the owners in fee simple of said real estate, or are purchasing the same and will become the owners in fee simple of said real estate, are lawfully seized thereof and have a good right to grant and convey the foregoing easement therein; that they guarantee the quiet possession thereof, that said real estate is free from any and all encumbrances except the following:

1. Current taxes
2. Mortgage

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

BEFORE ME, the undersigned, a Notary Public for the County of Lake, State of Indiana, personally appeared Sage Investments, Inc., by James Virtue V.P. and being first duly sworn by me upon his oath, states under the penalty of perjury that the above and foregoing statements and facts are true to the best of his knowledge and belief.

SIGNED AND SEALED this 26 day of Feb.
19 96.

William T. Enslin
William T. ENSLEN Notary Public

County of Residence: LAKE

My Commission Expires: 7-16-97

This instrument prepared by: William T. Enslin
Attorney at Law
142 Rimbach
Hammond, Indiana 46320
(219) 931-1700

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NORTH LINE OF TRACT CONVEYED TO WM. LOI
RECORDED IN DEED RECORD 84, PAGE 91

326'

204.85'

409.7'

204.85'

206.03' ±

255.31' ±

NORFOLK & WESTERN

211.71'

211.71'

51.88'

51.88'

211.89'

211.89'

825'

3.454 ACRES

3.454 ACRES

515.21' ±

465.73' ±

STA. 2+86

8" GRAVITY

209.85'

STA. 2+86

NE CORNER GOVERNMENT L

SOUTH LINE SEC. 19-36-8

326'

205.85'

205.85'

NORTH LINE SEC. 30-36-8

395.3'

NE CORNER NW 1/4
SEC. 30-36-8

4' WEST OF EXIST
ASPHALT ROADWAY

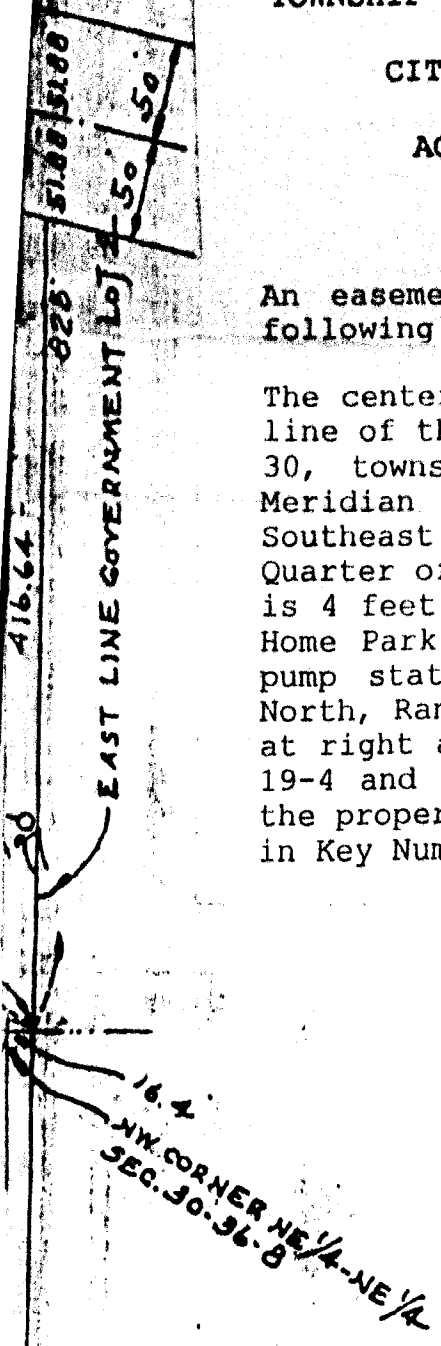
CIVIC

**EASEMENTS FOR SAGE INVESTMENTS, INC.
FROM MELE AND WRIGHT**

A CENTERLINE DESCRIPTION OF TWENTY (20) FOOT WIDE
SEWER EASEMENT FROM A SEWER PLAN, FOR SAGE INVESTMENTS, INC.
FOR SEWER SERVICE TO RIDGE MOBILE HOME PARK
ACROSS LAND OWNED BY OTHERS NAMELY WRIGHT'S MOBILE HOME PARK
AND MELE IN SECTIONS 19 AND 30,
TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN
CITY OF GARY, CALUMET TOWNSHIP, LAKE COUNTY, INDIANA
ACCOMPANIED WITH A DRAWING DATED JANUARY 24, 1991

An easement 20 feet wide lying 10 feet on each side of the following described centerline:

The centerline is described as beginning at a point in the South line of the Northwest Quarter of the Northeast Quarter of Section 30, township 36 North, Range 8 West of the Second Principal Meridian in the City of Gary which is 186.28 feet West of the Southeast corner of said Northwest Quarter of the Northeast Quarter of said Section 30; thence North in a straight line which is 4 feet West of an existing asphalt roadway of Wright's Mobile Home Park for a distance of 1460 feet more or less to a sewage pump station which is 130 feet into Section 19, Township 36 North, Range 8 West of the Second Principal Meridian; thence West at right angles across the property described in Key Numbers 49-19-4 and 49-19-3 for a distance of 209.85 feet more or less to the property of sage Investments, Incorporated which is described in Key Numbers 49-19-2 and Ridge Mobile Home Park.



RIDGE MOBILE HOME PARK

EAST LINE OF TRACT CONVEYED TO PETER & VERONICA G
RECORDED IN DEED RECORD 218, PAGE 220

1319 ±

SAGE INVESTMENTS, INC.
49-19-2
15 ACRES

MELE
49-19-3
6.211 ACRES

WRIGHT
49-19-4
6.211 ACRES

6" PVC FORCE MAIN

1460.02

4' WEST OF EXISTING ASPHALT ROADWAY

SE CORNER NW 1/4 - NE 1/4 SEC. 30-36-8

POINT OF BEGINNING OF SEWER EMBANKMENT

1460.02

204.88

204.88

395 ±

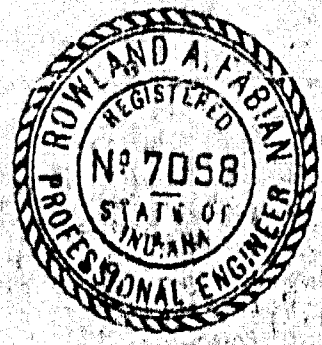
SOUTH LINE NW 1/4 - NE 1/4 SEC. 30-36-8

STA. 1546

RIDGE

WEST LINE NE 1/4 - NE 1/4 SEC. 30-36-8

SW CORNER NE 1/4 - NE 1/4
SEC. 30-36-8



Rowland A. Fabian



SCALE: 1" = 100'

ROWLAND A. FABIAN
BOX 4065 HAMMOND, INDIANA
JANUARY 20, 1991 90-192