Rey#2-3-105-38 STATE OF INDIANA 38, BLOCK 27. FILED FOR RECORD

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RIGHT-OF-WAY EASEMENT MICHAEL A. BEDYLE This RIGHT-OF-WAY EASEMENT AGREEMENT, made to day of May, 2005, by and between AROL J. SHAFIER, "Grantor(s)," and the LAKE DALECARLIA REGIONAL WASTE DISTRICT, Lake County, Indiana, "Grantee".

That Grantor owns and has title to certain real estate located in lake County, Indiana, "Grantee". Lake County, Indiana, and desires to grant a right-of-way easement to Grantee for utility associated purposes over the real estate.

NOW THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged by Grantor, Grantor does hereby grant, bargain, sell, convey and warrant unto the Grantee, its successors and assigns, forever, a perpetual right-of-way and 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, replace and renew, a sanitary sewer line or lines of pipe and appurtenances, as a part of the Grantee's system for the collection, carriage, treatment disposal of the waste sewage of the District with all the necessary carriage, treatment and convenient equipment, facilities, service pipes, lines and connections therefore, and to operate by means thereof a system for such connection, carriage, treatment, disbursement, disposal and, distribution as shall be hereafter located and constructed in, on, upon, along, under, over and across the real estate owned by Grantor and situated in Lake County, Indiana, which real estate is herein described. 27, 262 ISLAND DR. 1207 38, BLOCK 27,

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The grantee shall have the right, unat its expense, to enter along, over and upon the easement to repair, replace, remove, relocate, service and maintain its sanitary sewers and appurtenances, at will, and to make such alterations and improvements therein as may be necessary or useful, and to build and maintain all necessary sewers, pumps, tanks, filters, distribution systems, controls, electrical, and appurtanances incident to such sewers,

and for such purposes shall have the right of ingress and egress over adjoining premises and lands when necessaary, and only for temporary periods, and shall not otherwise enter upon lands adjoining said easement.

Grantor covenants for Grantor, Grantor's grantees, successors and assigns that Grantor will not erect or maintain any building or other structure or obstruction on or over the sewer lines and appurtenances, and gives the Grantee the right to remove any such obstruction to grant additional easement over, across or on the real estate in which the pernetual right-of-way over, across or on the real estate in which the perpetual right-of-way easement is hereby granted, except by 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 right-of-way assemble. right-of-way easement.

Grantor hereby covenants that Grantor is the owner in fee simple of the real estate, is lawfully seized thereof and has a good right to grant and convey the foregoing easement herein; and Grantor guarantees the quiet possession hereof and will warrant and defend Grantee's title to the easement against all lawful claims.

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Grantor's heirs, personal represen	REEMENT shall be binding upon the Grantor, ntatives, successors and assigns, and the of the Grantor, successors and assigns. ies hereto have duly executed this Right-
GRANTOR	GRANTEE
CAROL J. SHAFIER (Carol J. Shafier)	by and through its Board of Trustees By: Stoner Teresa Stoner, District Manager
	Teresa Stoner, District Manager
	STATE OF INDIANA)
STATE OF INDIANA) SS:) SS:
COUNTY OF LAKE ()	COUNTY OF LAKE)
	the understand a
Notary Public in and for said Count and State, on this 25 day of May 2005, personally appeared: CAROL J. SHAFIER who acknowledged the execution of to foregoing Easement Agreement as the voluntary act and deed.	2005, personally appeared: ent is the next time. TERESA STONER, as District Manager, of the Lake Dalecarlia Regional Waste District, who acknowledged the execution of the foregoing Easement as Agent for and on behalf of said District.
IN WITNESS WHEREOF, I have hereur subscribed my name and affixed official seal. Cut Mutte NOTARY PUBLIC A resident of Lake County	official seal. Caust I hate NOTARY PUBLIC A resident of Lake County
My Commission Expires: Septenber 11,2008.	My commission Expires:
+ i	the Lake Dalecarlia Regional Waste District 7 15901 Briargate Place, Lowell, IN 46356