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MICHAEL A. BROWN  
RECORDER

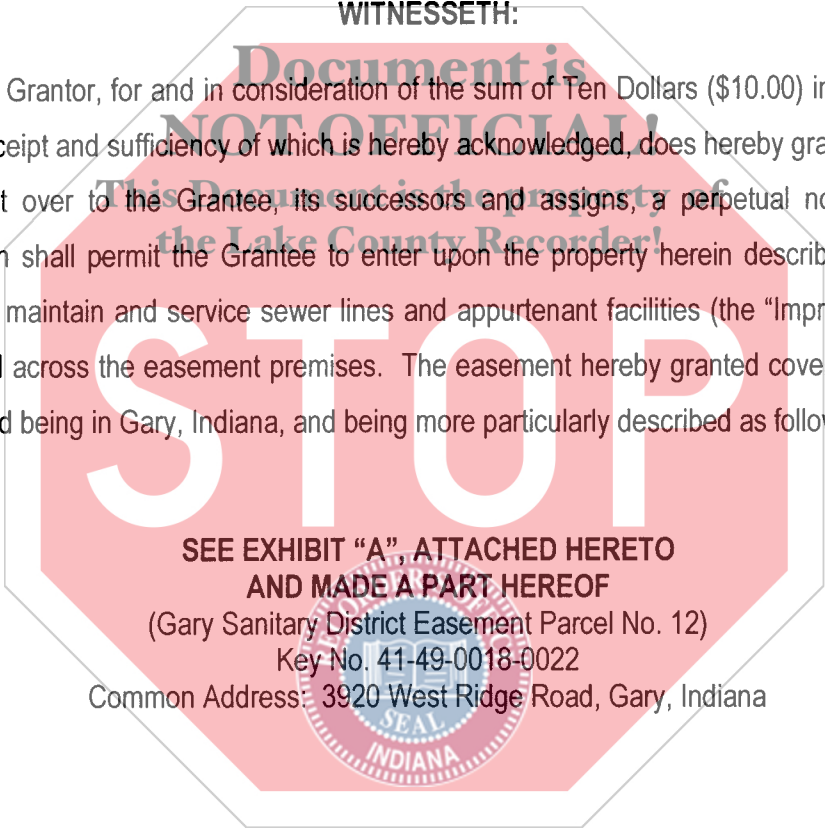
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**SANITARY SEWER EASEMENT AGREEMENT**

THIS SANITARY SEWER EASEMENT AGREEMENT is made and entered into this 22<sup>nd</sup> day of June, 2008, by and between QUARTER CIRCLE RANCH, c/o~ BRIAN K. DOUGHMAN, PRESIDENT (hereinafter referred to as "Grantor"), whose address is 3920 West Ridge Road, Gary, Indiana, and **GARY SANITARY DISTRICT** (hereinafter referred to as "Grantee"), whose address is 3600 W. 3<sup>rd</sup> Ave., Gary, Indiana 46406.

**WITNESSETH:**

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, assign, convey assign, and set over to the Grantee, its successors and assigns, a perpetual non-exclusive utility easement which shall permit the Grantee to enter upon the property herein described at any time to install, operate, maintain and service sewer lines and appurtenant facilities (the "Improvements") in, on, over, under and across the easement premises. The easement hereby granted covers a parcel of land lying, situate and being in Gary, Indiana, and being more particularly described as follows:



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**RECEIVED**

JUN 23 2008

GSD / GSWMD  
ADMINISTRATION OFFICE

**HOLD**

**NOW, THEREFORE,** for good and valuable consideration, the receipt of which is acknowledged, it is mutually agreed by and between the parties hereto as follows:

1. **EASEMENT.** Grantee is granted a perpetual easement for the installation, construction and maintenance of sanitary sewers. Grantee shall also have a continuing easement in, under, over, above and across said easement parcel to inspect, maintain and or repair any such sanitary sewers installed in said easement.

2. **NON-EXCLUSIVE EASEMENT.** The easement granted to the Grantee herein is not exclusive. Grantor reserves the right to grant additional easements over the same property to other public utilities, provided said grants do not interfere with the rights herein granted to the Grantee. The foregoing notwithstanding, Grantor shall not grant additional easements or similar interests in, on, over, under, or across said easement premises without Grantee's prior written consent, which will not be unreasonably withheld. Neither Grantor, nor any other person claiming an interest through Grantor, shall interfere with Grantee's utilization and enjoyment of the easement, including the construction, preservation, maintenance or replacement of Grantee's Improvements. Further, Grantor or any other person claiming an interest through Grantor shall remove any structure, obstruction, improvement or impediment which, at any time, interferes with Grantee's utilization and enjoyment of this easement. Under no circumstances shall Grantor, or any person claiming an interest through Grantor, place any permanent structure in or on the easement.

3. **COVENANTS.** Grantor hereby covenants with Grantee that it owns and has title to the easement property; that it is lawfully seized and in possession of the real property herein described; and that it has good and lawful right to grant the aforesaid easement free and clear of all claims. Further, Grantor covenants that there are no encumbrances of any kind that would prevent Grantee's full enjoyment of the easement.

4. **TERM.** Grantee shall have and hold said sanitary sewer easement for utility purposes in perpetuity.

5. **COVENANT RUNNING WITH THE LAND.** The easement hereby granted, the restrictions herein imposed, and the agreements herein contained shall be an easement, restriction and covenant running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and respective, heirs, successors, assigns, and transferees, including, but not in limitation, to all subsequent owners of said real estate and persons claiming under them.

IN WITNESS HEREOF, the parties hereto have duly executed this Sanitary Sewer Easement Agreement the day and year appearing beneath the signatures of the respective parties.

GRANTOR

Brian K. Doughman  
BRIAN K. DOUGHMAN,

PRESIDENT OF QUARTER CIRCLE RANCH

GRANTEE

GARY SANITARY DISTRICT  
BOARD OF SANITARY COMMISSIONERS

By: Richard J. Comer

RICHARD J. COMER, PRESIDENT

State of Indiana, County of Lake) ss:

Before me, the undersigned, a Notary Public in and for said County and State, on this 13 day of June, 2008, personally appeared BRIAN K. DOUGHMAN, and acknowledged the execution of this Sanitary Sewer Easement Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on this 13 day of June, 2008.

My Commission expires: 9/16/2012

County of Residence: Lake



Renee L. Gluth

Notary Public

Renee L. Gluth

PRINTED NAME OF NOTARY

State of Indiana, County of Lake) ss:

Before me, the undersigned, a Notary Public in and for said County and State, on this 25th day of June, 2008, personally appeared RICHARD J. COMER, for the Gary Sanitary District, and acknowledged the execution of this Sanitary Sewer Easement Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on this 25th day of June, 2008.

My Commission expires: 02/14/14

County of Residence: Lake



Willetta Lee

Notary Public

Willetta Lee

PRINTED NAME OF NOTARY

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.

Luci L. Horton

This instrument prepared by Luci L. Horton, Attorney No.: 7785-45

RETURN TO:

GARY SANITARY DISTRICT  
3600 WEST 3RD AVENUE  
GARY, IN 46406

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H. DONALDSON ASSOCIATES, INC.  
PROFESSIONAL LAND SURVEYORS

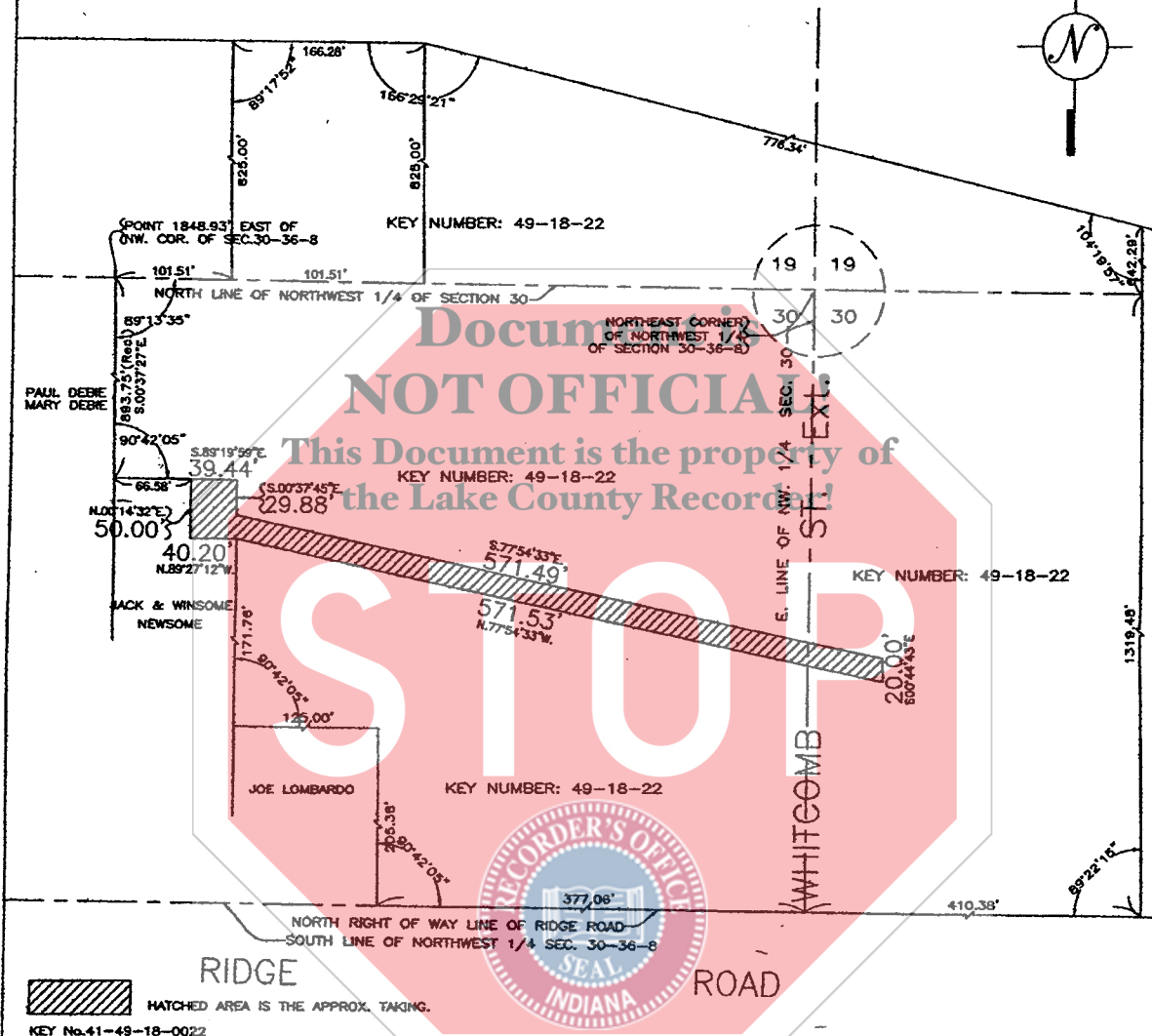
603 S. Howard St., Gary, In 46403 Tel: (219) 588-2599 Fax:(312) 834-0263

PLAT OF EASEMENT

OF

PART OF THE EAST 1/2 OF THE WEST 1/2 AND A PART OF THE WEST 1/2 OF THE EAST 1/2 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 8, WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, IN LAKE COUNTY INDIANA, BEING A PART OF THE PREMISES COMMONLY KNOWN AS THE CALUMET GOLF CLUB, LOCATED AT 3920 WEST RIDGE ROAD, GARY, INDIANA, AND LEGALLY DESCRIBED IN A MEMORANDUM OF REAL ESTATE CONTRACT BY QUARTER CIRCLE JK RANCH, INCORPORATED, THEREIN REFERRED TO AS BUYER" AND THE COKER FAMILY LIMITED PARTNERSHIP DATED MAY 14, 1996, AND COKER-STULTS AMUSEMENT COMPANY, INCORPORATED, (INDIVIDUALLY AND COLLECTIVELY "SELLER") DATED JUNE 18, 2007, AND RECORDED JUNE 19, 2007, AS DOCUMENT NUMBER 2007 049900, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID SECTION 30 AND 1848.93 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 37 MINUTES 27 SECONDS EAST ALONG THE WEST LINE OF THE PROPERTY DESCRIBED IN DEED RECORD 990, PAGE 534, A DISTANCE OF 983.75 FEET TO AN IRON PIPE; THENCE SOUTH 89 DEGREES 55 MINUTES 22 SECONDS EAST A DISTANCE OF 66.58 TO AN IRON PIPE AND THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH 89 DEGREES 19 MINUTES 59 SECONDS EAST A DISTANCE OF 39.44 FEET TO A POINT; THENCE SOUTH 00 DEGREES 37 MINUTES 45 SECONDS EAST A DISTANCE OF 29.88 FEET TO A POINT; THENCE SOUTH 77 DEGREES 54 MINUTES 33 SECONDS EAST A DISTANCE OF 571.49 FEET TO A POINT; THENCE SOUTH 00 DEGREES 44 MINUTES 43 SECONDS EAST A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 77 DEGREES 54 MINUTES 33 SECONDS WEST A DISTANCE OF 571.53 FEET TO AN IRON PIPE; THENCE NORTH 89 DEGREES 27 MINUTES 12 SECONDS WEST A DISTANCE OF 40.20 FEET TO AN IRON PIPE; THENCE NORTH 00 DEGREES 14 MINUTES 32 SECONDS EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.132 SQUARE FEET(0.301 ACRE), MORE OR LESS.

COMMONLY KNOWN AS: 3920 WEST RIDGE ROAD, GARY, INDIANA.



 HATCHED AREA IS THE APPROX. TAKING.

KEY No.41-49-18-0022  
QUARTER CIRCLE JK RANCH, INC.  
ADDRESS: 3920 W. RIDGE ROAD, GARY, INDIANA.

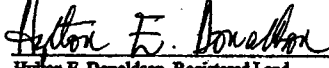
DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.

Order No. 2007-2227  
Scale: 1 inch = 100 feet  
Date: January 28, 2008  
Ordered by: GARY SANITARY DISTRICT



STATE OF INDIANA ) S.S.  
COUNTY OF LAKE )

I, HYLTON E. DONALDSON, HEREBY CERTIFY THAT ON THE DATE SHOWN I MADE A SURVEY OF THE HEREIN DESCRIBED PROPERTY AND, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE PLAT HEREON DRAWN IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY.

  
Hylton E. Donaldson, Registered Land Surveyor No. S0463, State of Indiana