

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2008 067302

2008 SEP 26 PM 2:17

MICHAEL A. BROWN
RECORDER

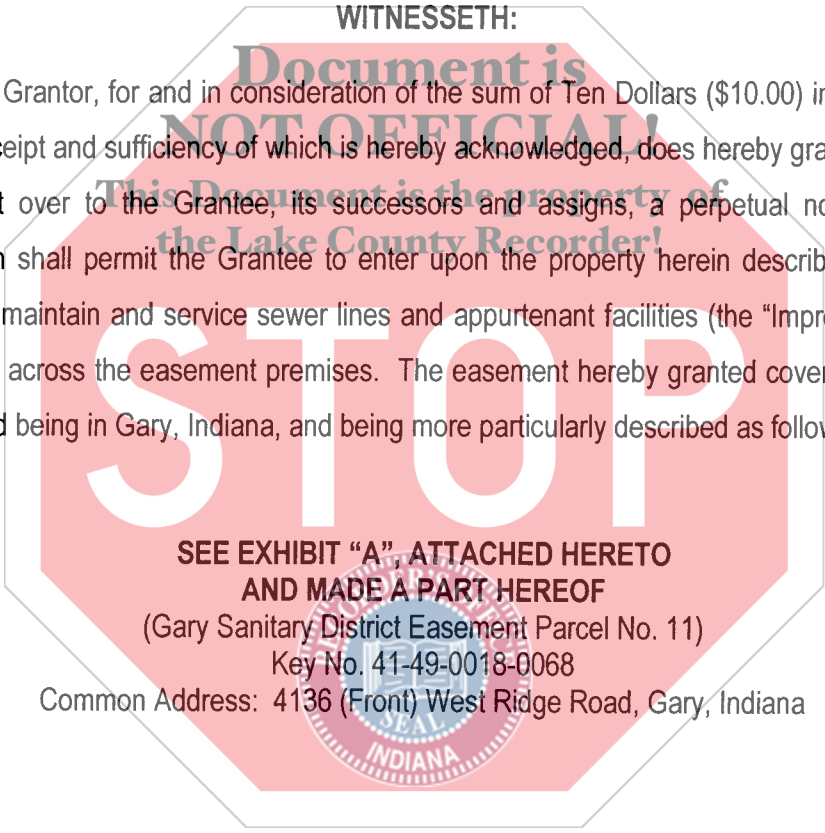
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SANITARY SEWER EASEMENT AGREEMENT

THIS SANITARY SEWER EASEMENT AGREEMENT is made and entered into this 13th day of May, 2008, by and between CHRISTOPHER CLARE AND CHRISTINE CLARE (hereinafter referred to as "Grantor"), whose address is 4136 (Front) West Ridge Road, Gary, Indiana, and **GARY SANITARY DISTRICT** (hereinafter referred to as "Grantee"), whose address is 3600 W. 3rd 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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LP
CS

HOLD _____

RECEIVED

JUN 11 2008

COO / SA/MD
ADMINISTRATION OFFICE

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

Christopher P. Clare
CHRISTOPHER CLARE
Christina Clare
CHRISTINA CLARE

GRANTEE

GARY SANITARY DISTRICT
BOARD OF SANITARY COMMISSIONERS

By: Richard J. Comer
RICHARD J. COMER, PRESIDENT

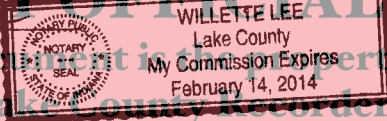
State of Indiana, County of Lake) ss:

Before me, the undersigned, a Notary Public in and for said County and State, on this 25TH day of JUNE, 2008, personally appeared **CHRISTOPHER CLARE AND CHRISTINE CLARE**, 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

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This Document is the property of the Lake County Recorder!



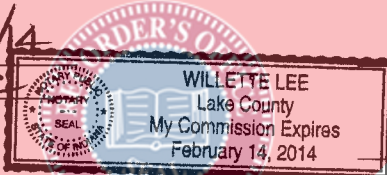
Willette Lee
Notary Public
Willette Lee
PRINTED NAME OF NOTARY

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



Willette Lee
Notary Public
Willette 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

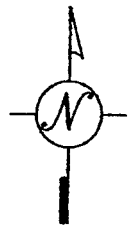
This instrument prepared by Luci L. Horton, Attorney No.: 7785-45

RETURN TO:
GARY SANITARY DISTRICT
3600 WEST 3RD AVENUE
GARY, IN 46406



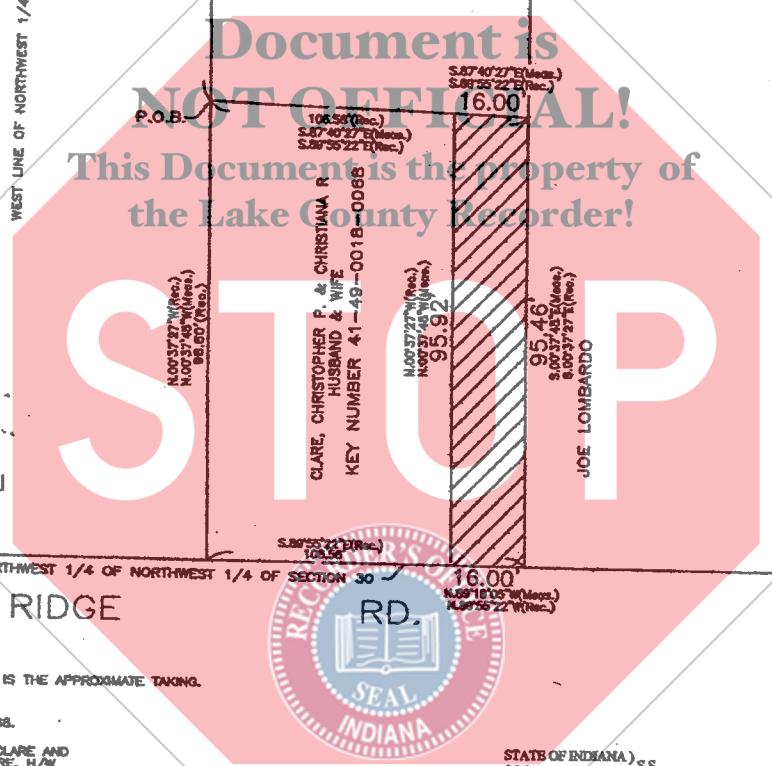
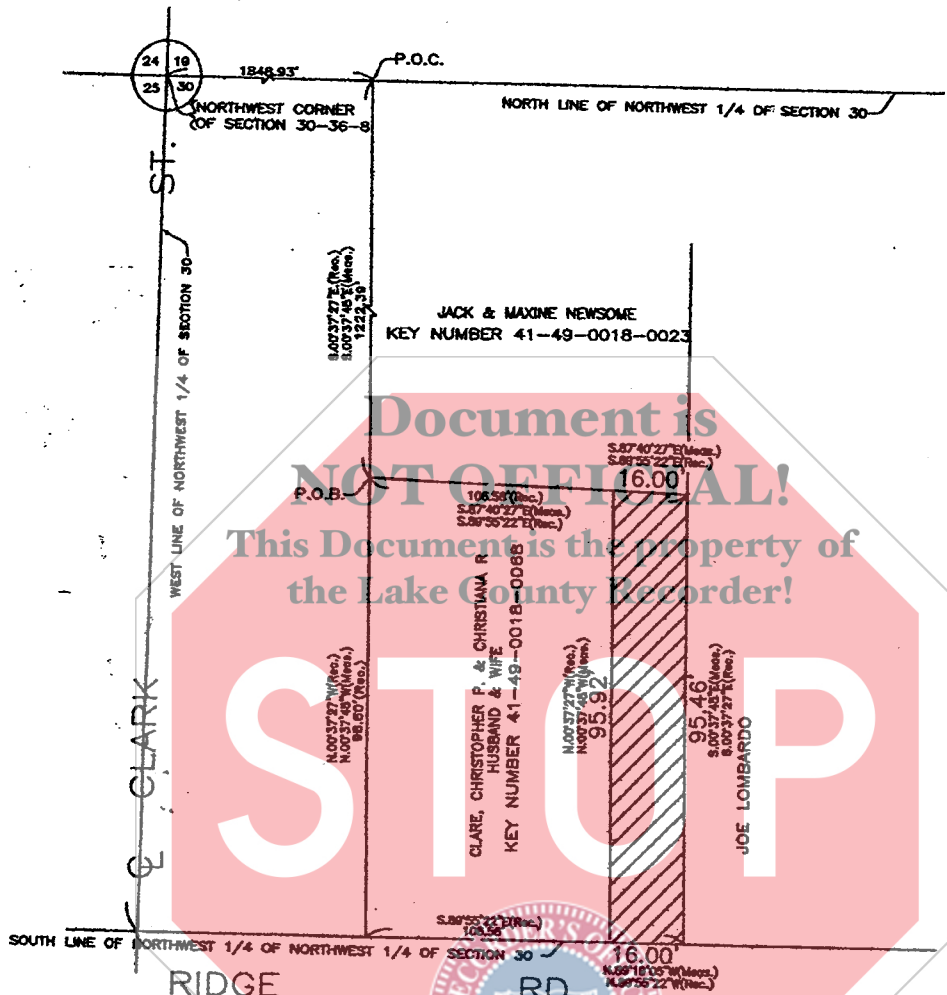
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H. DONALDSON ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
803 S. Howard St., Gary, In 48403 Tel: (219)588-2599 Fax:(312)834-0263
PLAT OF EASEMENT
OF



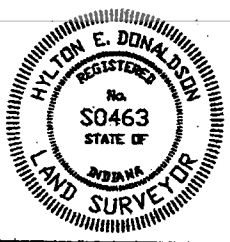
THE EAST 16.00 FEET OF THE FOLLOWING DESCRIBED TRACT IN THE CITY OF GARY, IN LAKE COUNTY, INDIANA, TO WIT: PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 8, WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; 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 DEGREE 39 MINUTES 37 SECONDS EAST A DISTANCE OF 1222.38 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 55 MINUTES 22 SECONDS EAST A DISTANCE 106.58 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 27 SECONDS EAST A DISTANCE OF 98.50 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE NORTH 89 DEGREES 55 MINUTES 22 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 106.58 FEET; THENCE NORTH 00 DEGREES 37 MINUTES 27 SECONDS WEST A DISTANCE OF 98.50 FEET TO THE POINT OF BEGINNING, CONTAINING 0.241 ACRE, MORE OR LESS AND SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS ACROSS THE EASTERLY 16 FEET THEREOF.

COMMONLY KNOWN AS: 4136 WEST RIDGE ROAD, GARY, ILLINOIS.




 HATCHED AREA IS THE APPROXIMATE TAKING.
KEY No.: 41-49-18-0088.
OWNER: CHRISTOPHER CLARE AND CHRISTINA CLARE, H/W
ADDRESS: 4136 W. RIDGE ROAD, GARY, INDIANA.

DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.
Order No. 2007-2228
Scale: 1 inch = 25 feet.
Date: January 28, 2008
Ordered by: GARY SANITARY DISTRICT



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


Hylton E. Donaldson, Registered Land Surveyor No. 80463, State of Indiana