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STATE OF INDIANA
LAKE COUNTY
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2008 067303

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MICHAEL A. BROWN
RECORDER

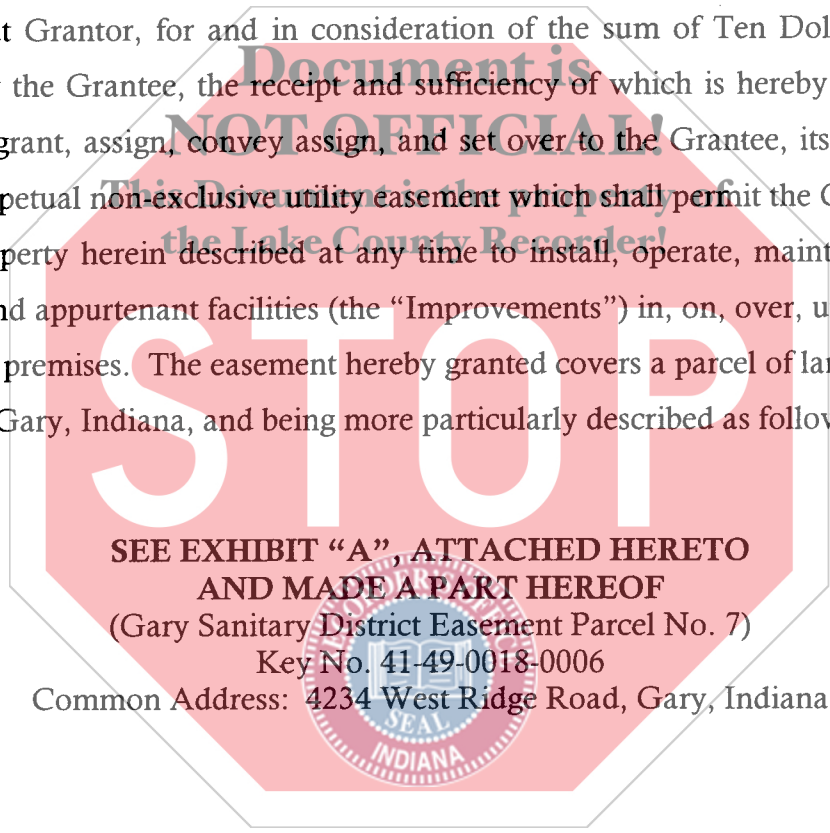
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SANITARY SEWER EASEMENT AGREEMENT

THIS SANITARY SEWER EASEMENT AGREEMENT is made and entered into this 16 day of July, 2008, by and between JERRY "AND" STELLA LOCKHART (hereinafter referred to as "Grantor"), whose address is 20010 Play Street, Hebron, 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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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

GRANTEE

[Signature]
JERRY LOCKHART
[Signature]
STELLA LOCKHART

GARY SANITARY DISTRICT
BOARD OF SANITARY COMMISSIONERS
By: [Signature]
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 17th day of July, 2008, personally appeared JERRY AND STELLA LOCKHART, 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 17 day of July, 2008.

My Commission expires: 8/14/2013
County of Residence: Lake
[Signature]
NOTARY PUBLIC
LISA BRADON
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 22nd day of July, 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 22nd day of July, 2008.

My Commission expires: 02/14/14
County of Residence: Lake
[Signature]
NOTARY PUBLIC
Willette Lee
PRINTED NAME OF NOTARY



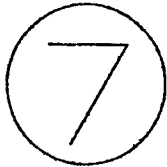
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

[Signature]

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

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

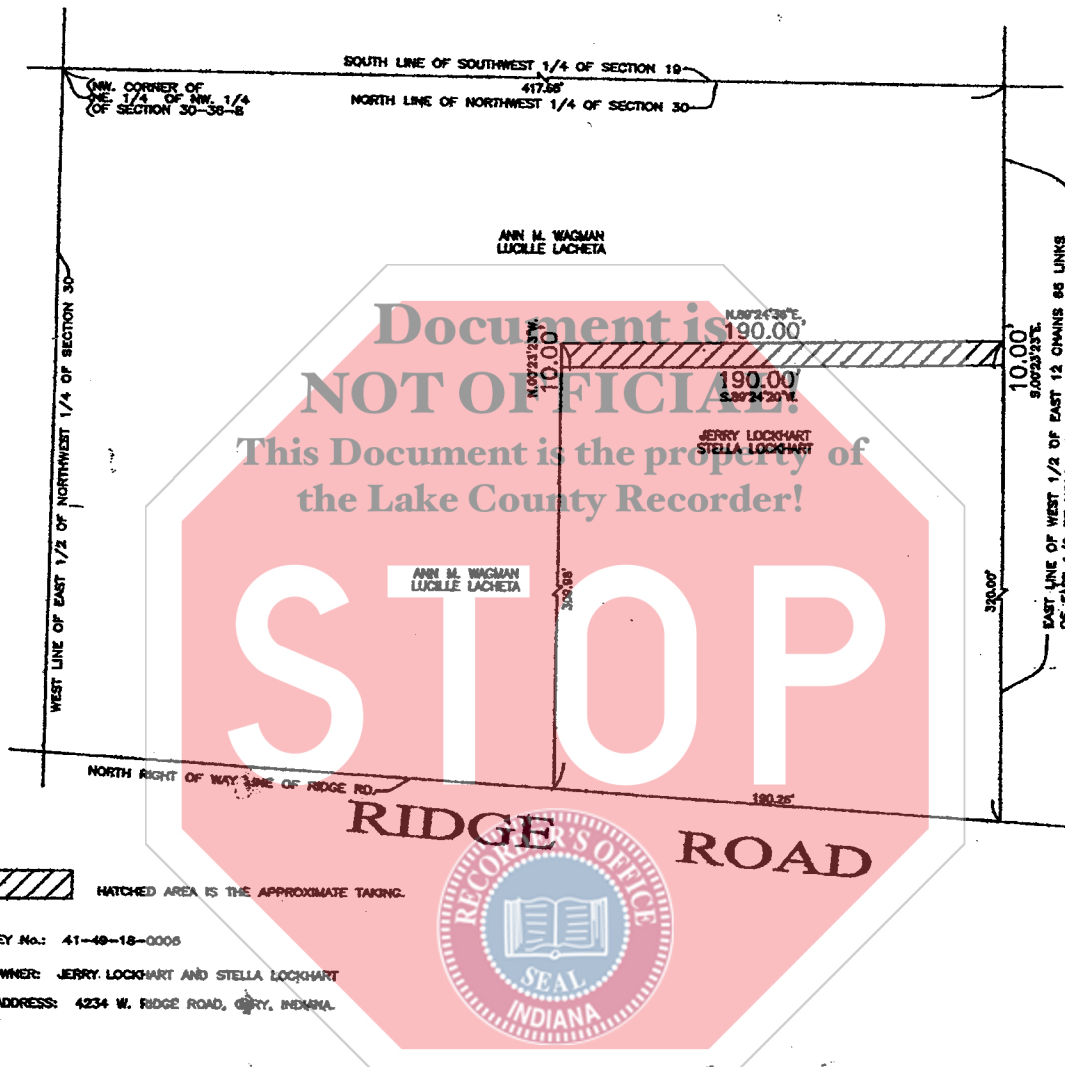
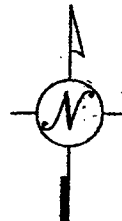




H. DONALDSON ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 603 S. Howard St., Gary, In 46403 Tel: (219)588-2588 Fax:(312)834-0263
PLAT OF EASEMENT
 OF

THE NORTH 10.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY, IN THE CITY OF GARY, IN LAKE COUNTY, INDIANA, BEING A PART OF THE SAME PROPERTY CONVEYED TO JERRY LOCKHART AND STELLA LOCKHART, HIS WIFE, BY TRUSTEE'S DEED DOCUMENT NO. 2007-007829 RECORDED JANUARY 26, 2007, IN LAKE COUNTY, INDIANA, TO WIT: BEING A PARCEL OF LAND LYING IN SECTION 30, TOWNSHIP 36 NORTH, RANGE 8, WEST OF THE SECOND PRINCIPAL MERIDIAN, ALL IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF RIDGE ROAD AND THE EAST LINE OF THE WEST 1/2 OF THE EAST 12 CHAINS, 65 LINKS OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 30, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 36 MINUTES 23 SECONDS WEST ALONG THE AFORESAID EAST LINE A DISTANCE OF 320.00 FEET; THENCE SOUTH 29 DEGREES 23 MINUTES 37 SECONDS WEST A DISTANCE OF 190.00 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 23 SECONDS EAST A DISTANCE OF 309.98 FEET; THENCE SOUTH 87 DEGREES 35 MINUTES 10 SECONDS EAST ALONG THE NORTH RIGHT OF WAY LINE OF RIDGE ROAD A DISTANCE OF 190.26 FEET TO THE POINT OF BEGINNING.

COMMONLY KNOWN AS: 4234 WEST RIDGE ROAD, GARY, INDIANA.



HATCHED AREA IS THE APPROXIMATE TAKING.

KEY No.: 41-48-18-0006

OWNER: JERRY LOCKHART AND STELLA LOCKHART

ADDRESS: 4234 W. RIDGE ROAD, GARY, INDIANA.



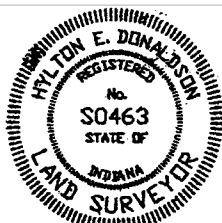
DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.

Order No. 2007-2222

Scale: 1 inch = 50 feet

Date: February 7, 2008

Ordered by: GARY SANITARY DISTRICT



STATE OF INDIANA
 COUNTY OF LAKE

I, HYLTON E. DONALDSON, REGISTERED LAND SURVEYOR, 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 HEREBY DRAWN IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY.

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