

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2008 067304

2008 SEP 26 PM 2:18

MICHAEL A. BROWN  
RECORDER

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**SANITARY SEWER EASEMENT AGREEMENT**

THIS SANITARY SEWER EASEMENT AGREEMENT is made and entered into this 1 day of July, 2008, by and between THOMAS LACHETA / POA FOR LUCILLE LACHETA (hereinafter referred to as "Grantor"), and **GARY SANITARY DISTRICT** (hereinafter referred to as "Grantee"), whose address is 3600 W. 3<sup>rd</sup> Ave., Gary, Indiana 46406.

**Document is NOT OFFICIAL!**  
WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee, and other good and valuable consideration, 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:

**SEE EXHIBIT "A", ATTACHED HERETO  
AND MADE A PART HEREOF**  
(Gary Sanitary District Easement Parcel No. 13)  
Key No. 41-49-0011-0005

Common Address: 4234 West Ridge Road, Gary, Indiana

17-  
LP  
CS

**HOLD**

**RECEIVED**

JUL 07 2008

GSD / GSWMD  
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

THOMAS LACHETA

POA FOR LUCILLE LACHETA

GRANTEE

GARY SANITARY DISTRICT  
BOARD OF SANITARY COMMISSIONERS

By:

RICHARD J. COMER, PRESIDENT

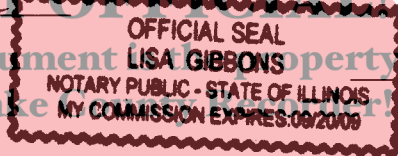
State of Indiana, County of Lake) ss:

Before me, the undersigned, a Notary Public in and for said County and State, on this 2 day of July 2008, personally appeared THOMAS LACHETA / POA FOR LUCILLE LACHETA, 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 2 day of July 2008.

My Commission expires:  
County of Residence:

9/20/09  
COOK



Lisa Gibbons  
Notary Public

Lisa Gibbons  
PRINTED NAME OF NOTARY

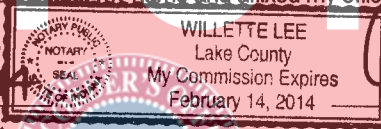
State of Indiana, County of Lake) ss:

Before me, the undersigned, a Notary Public in and for said County and State, on this 8th 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 8th day of July 2008.

My Commission expires:  
County of Residence:

02/14/14  
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

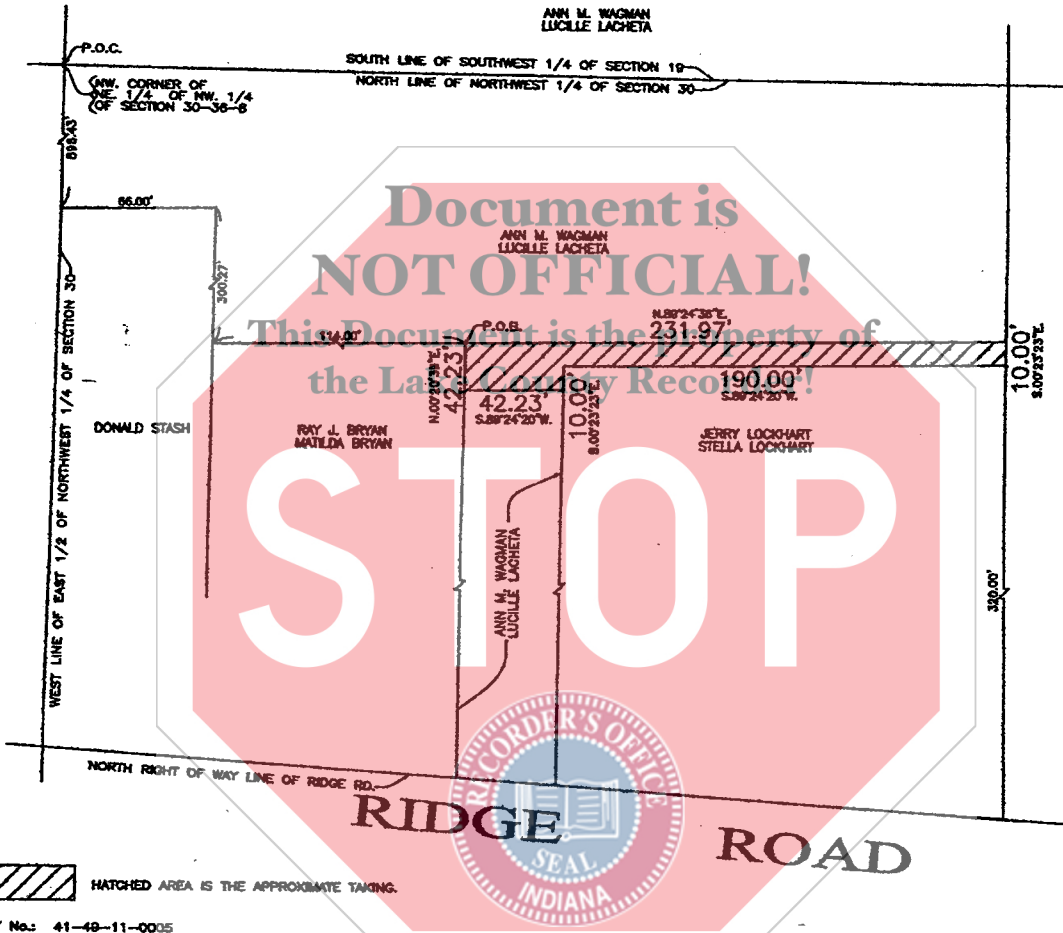


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H. DONALDSON ASSOCIATES, INC.  
PROFESSIONAL LAND SURVEYORS  
603 S. Howard St., Gary, In 46403 Tel: (219) 588-2599 Fax:(312) 834-0263  
**PLAT OF EASEMENT**

OF

A PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 8, WEST OF SECOND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, IN LAKE COUNTY, INDIANA, AND BEING A PART OF THE SAME LAND CONVEYED TO JOHN BRYAN AND ANNA BRYAN, HUSBAND AND WIFE, BY A WARRANTY DEED DOCUMENT 232416 DATED JUNE 15, 1946, AND RECORDED JULY 26, 1948, IN DEED RECORD 758, PAGE 345, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 30, WHICH POINT IS ON THE WEST LINE OF SAID SECTION 30, WHICH POINT IS ON THE WEST LINE OF SAID BRYAN PARCEL; THENCE SOUTH 00 DEGREES 20 MINUTES 38 SECONDS WEST ALONG SAID WEST AND THE WEST LINE OF THE EAST 1/2 OF SAID 1/4 SECTION A DISTANCE OF 598.43 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO DONALD K. STASH AND BETTY A. STASH, HUSBAND AND WIFE, BY TRUSTEE'S DEED DOCUMENT NO. 2003-043189 RECORDED APRIL 30, 2003, IN LAKE COUNTY, INDIANA; THENCE NORTH 89 DEGREES 24 MINUTES 36 SECONDS EAST ALONG THE NORTH LINE OF SAID STASH PARCEL A DISTANCE OF 66.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 20 MINUTES 39 SECONDS WEST ALONG THE EAST LINE OF SAID STASH PARCEL A DISTANCE OF 300.27 FEET TO AN ANGLE POINT IN SAID BRYAN PARCEL AND THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO RAY BRYAN AND MATILDA BRYAN, HUSBAND AND WIFE; THENCE NORTH 89 DEGREES 24 MINUTES 36 SECONDS EAST ALONG THE NORTH LINE OF SAID RAY BRYAN PARCEL A DISTANCE OF 114.00 FEET TO THE NORTHEAST CORNER THEREOF AND THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING NORTH 89 DEGREES 24 MINUTES 36 SECONDS EAST A DISTANCE OF 231.97 FEET TO A POINT IN THE EAST LINE OF THE OWNER'S LAND; THENCE SOUTH 00 DEGREES 36 MINUTES 23 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 10.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 23 MINUTES 37 SECONDS WEST A DISTANCE OF 190.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 36 MINUTES 23 SECONDS EAST A DISTANCE OF 10.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 23 MINUTES 37 SECONDS WEST A DISTANCE OF 42.23 FEET TO A POINT; THENCE NORTH 00 DEGREES 20 MINUTES 39 SECONDS EAST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,742 SQUARE FEET, MORE OR LESS.



HATCHED AREA IS THE APPROXIMATE TAKING.

KEY No.: 41-48-11-0005  
OWNER: LUCILLE LACHETA AND ANN M. WAGMAN  
ADDRESS: 4234 W. RIDGE ROAD, GARY, INDIANA.

DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.

Order No. 2007-222B  
Scale: 1 inch = 50 feet.  
Date: February 7, 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 HEREBY DESCRIBED PROPERTY AND, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE PLAT HERON DRAWN IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY.

Hylton E. Donaldson, Registered Land  
Surveyor No. 50463, State of Indiana

