

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2008 067306

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 14th day of August 2008, by and between GLENVIEW MOBILE HOME PARK (hereinafter referred to as "Grantor"), whose address is 4520 W. RIDGE ROAD, GARY, INDIANA, and **GARY SANITARY DISTRICT** (hereinafter referred to as "Grantee"), whose address is 3600 W. 3rd Ave., Gary, Indiana 46406.

Document is NOT OFFICIAL!

WITNESSETH:

This Document is the property of Lake County Recorder

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:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF

(Gary Sanitary District Easement Parcel No. 1)

Key No. 41-49-0018-0019

Common Address: 4520 West Ridge Road, Gary, Indiana

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LP
CS

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

MIKE GLENN

[Signature of Mike Glenn]

GRANTEE

GARY SANITARY DISTRICT
BOARD OF SANITARY COMMISSIONERS

By:

RICHARD J. COMER, PRESIDENT

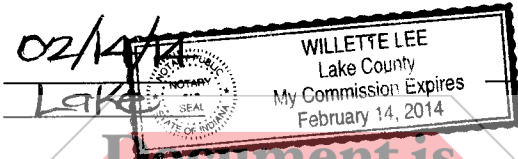
[Signature of Richard J. Comer]

State of Indiana, County of Lake) ss:

Before me, the undersigned, a Notary Public in and for said County and State, on this 14 day of Aug, 2008, personally appeared **GLENVIEW MOBILE HOME PARK**, 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 14 day of Aug, 2008.

My Commission expires:
County of Residence:



[Signature of 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 18 day of May, 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 18 day of May, 2008.

My Commission expires:
County of Residence:

02/14/14
Lake



[Signature of 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.

[Signature of Luci L. Horton]

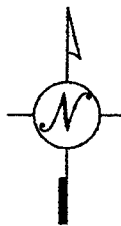
This instrument prepared by Luci L. Horton, Attorney No. 7785-45

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



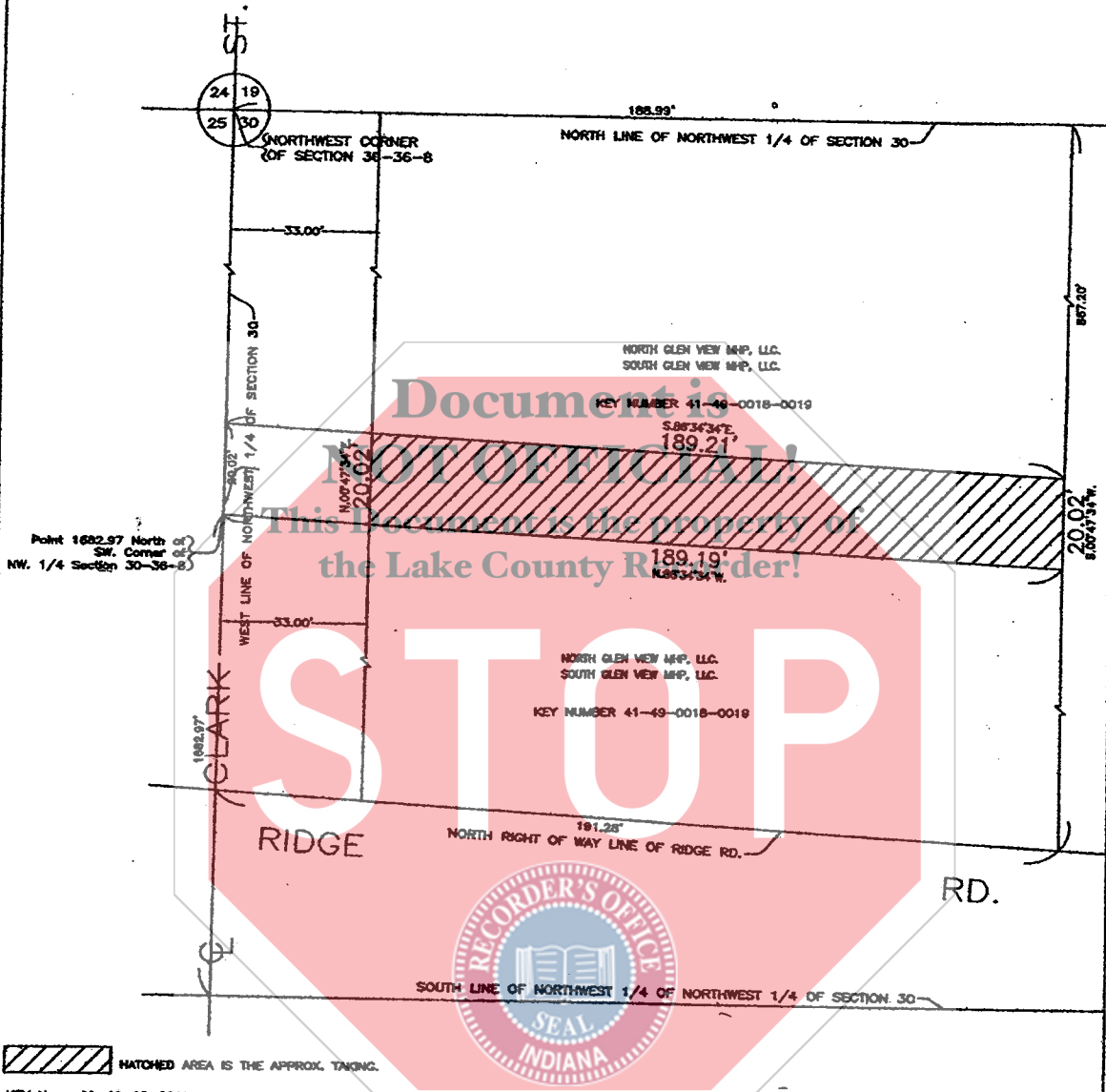
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H. DONALDSON ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
603 S. Howard St., Gary, In 46403 Tel: (219)588-2589 Fax:(312)834-0263
PLAT OF EASEMENT
OF



THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 8, WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID NORTHWEST 1/4 THAT IS 1882.97 FEET NORTH OF THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE NORTH 00 DEGREES 47 MINUTES 34 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 20.02 FEET TO A POINT; THENCE SOUTH 86 DEGREES 34 MINUTES 34 SECONDS EAST A DISTANCE OF 189.21 FEET TO A POINT IN THE EAST LINE OF THE OWNER'S LAND; THENCE SOUTH 00 DEGREES 47 MINUTES 34 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 20.02 FEET TO A POINT; THENCE NORTH 86 DEGREES 34 MINUTES 34 SECONDS WEST A DISTANCE OF 189.19 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE WEST 33.00 FEET THEREOF FALLING WITHIN THE RIGHT OF WAY OF CLARK STREET AND CONTAINING 3,123 SQUARE FEET, 0.072 ACRE, MORE OR LESS.

COMMONLY KNOWN AS: 4520 WEST RIDGE ROAD, GARY, INDIANA.



HATCHED AREA IS THE APPROX. TAKING.

KEY No.: 41-49-18-0019.
OWNER: NORTH GLEN VIEW MHP, LLC.
SOUTH GLEN VIEW MHP, LLC.
ADDRESS: 4520 W. RIDGE ROAD, GARY, INDIANA.

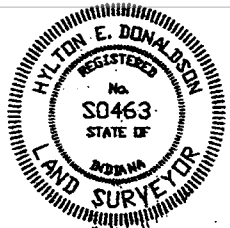
DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.

Order No. 2007-2216

Scale: 1 inch = 25 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 HEREBON DRAWN IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY.

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