

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2008 067307

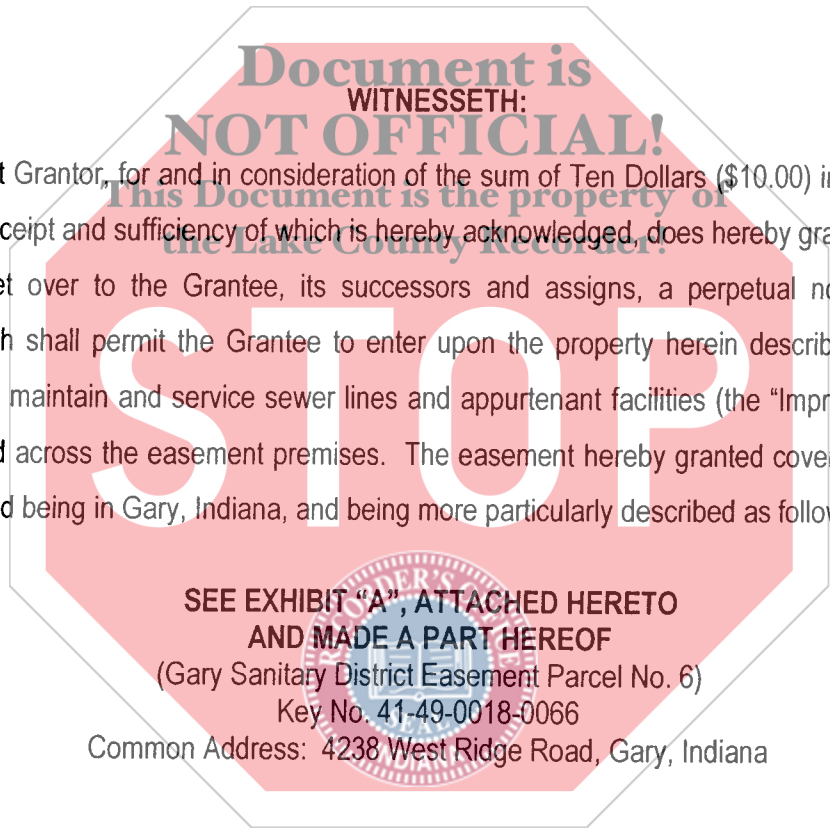
2008 SEP 26 PM 2:18

MICHAEL A. BROWN
RECORDER

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SANITARY SEWER EASEMENT AGREEMENT

THIS SANITARY SEWER EASEMENT AGREEMENT is made and entered into this 13th day of May, 2008, by and between **RAY BRYAN** and **MATILDA BRYAN** (hereinafter referred to as "Grantor"), whose address is 3971 W. 150th Place, Crown Point, Indiana, and **GARY SANITARY DISTRICT** (hereinafter referred to as "Grantee"), whose address is 3600 W. 3rd Ave., Gary, Indiana 46406.



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. 6)
Key No. 41-49-0018-0066
Common Address: 4238 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

Ray Bryan
RAY BRYAN
Matilda Bryan
MATILDA BRYAN

GRANTEE

GARY SANITARY DISTRICT
BOARD OF SANITARY COMMISSIONERS
By: Richard J. Comer
RICHARD J. COMER, PRESIDENT

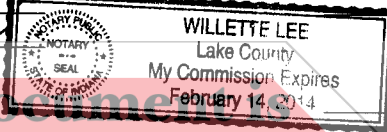
State of Indiana, County of Lake) ss:

Before me, the undersigned, a Notary Public in and for said County and State, on this 13 day of May, 2008, personally appeared RAY BRYAN and MATILDA BRYAN, 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 May, 2008.

My Commission expires:
County of Residence:

02/14/14
Lake



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 ~~May~~ June, 2008, ~~07/8~~ 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 ~~May~~ June, 2008, ~~07/8~~

My Commission expires:
County of Residence:

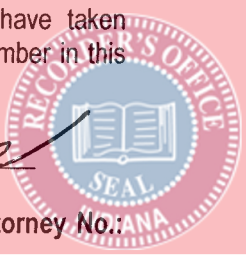
02/14/14
Lake

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

803 S. Florence St., Gary, IN 46403 Tel: (219) 598-2599 Fax: (312) 834-0263

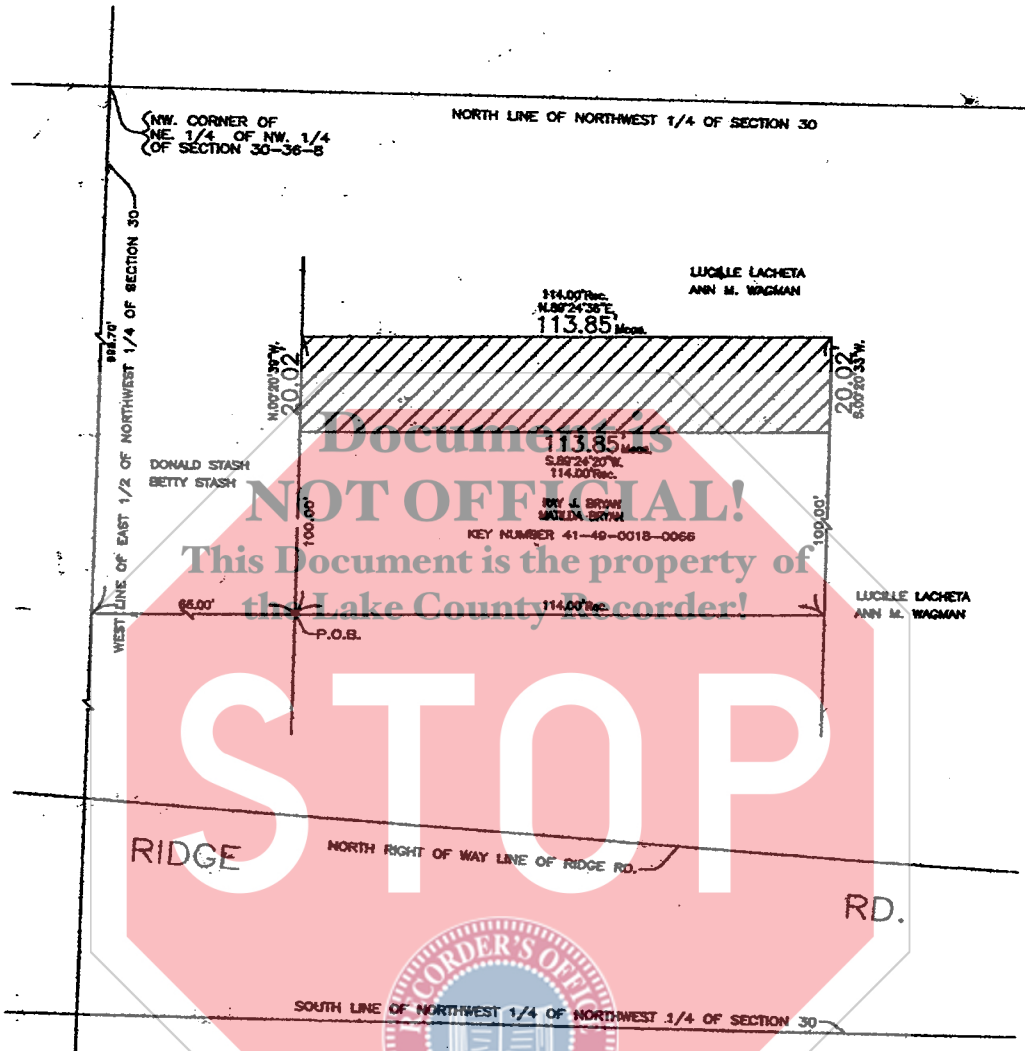
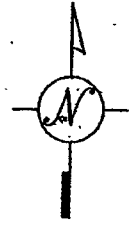
PLAT OF EASEMENT

OF

THE NORTH 20.62 FEET OF THE FOLLOWING DESCRIBED PROPERTY IN THE CITY OF GARY, IN LAKE COUNTY, INDIANA, TO WIT: PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 8, WEST OF THE SECOND PRINCIPAL MERIDIAN, BEING A PART OF THE SAME LAND CONVEYED TO RAY J. BRYAN AND MATILDA BRYAN BY QUIT-CLAIM DEED DOCUMENT 254718 RECORDED JULY 11, 1974, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE 998.70 FEET SOUTH AND 66.00 FEET EAST OF THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE EAST 114.00 FEET TO AN IRON PIPE; THENCE NORTH 100.00 FEET TO AN IRON PIPE; THENCE WEST 114.00 FEET TO AN IRON PIPE; THENCE SOUTH 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.262 ACRE, MORE OR LESS, ALL IN CALUMET TOWNSHIP, LAKE COUNTY, INDIANA.

LAND TOTAL AREA: 2,276 SQ.FT. = 0.052 ACRE

COMMONLY KNOWN AS: 4226 WEST RIDGE ROAD, GARY, INDIANA.



/// HATCHED AREA IS THE APPROXIMATE TAKING.

KEY No.: 41-49-18-0066
OWNER: RAY BRYAN AND MATILDA BRYAN
ADDRESS: 4226 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



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