

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2008 067308

2008 SEP 26 PM 2: 18

MICHAEL A. BROWN  
RECORDER

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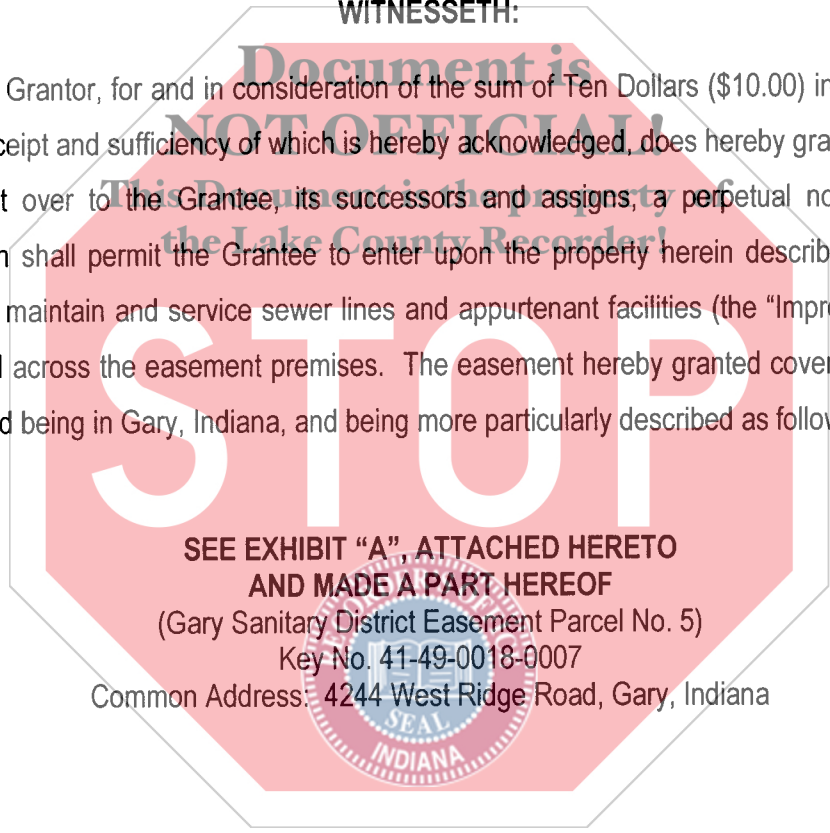
**SANITARY SEWER EASEMENT AGREEMENT**

THIS SANITARY SEWER EASEMENT AGREEMENT is made and entered into this 11<sup>th</sup> day of June, 2008, by and between DONALD STASH and BETTY STASH (hereinafter referred to as "Grantor"), whose address is 1307 East Elm Street, Griffith, Indiana, and **GARY SANITARY DISTRICT** (hereinafter referred to as "Grantee"), whose address is 3600 W. 3<sup>rd</sup> 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:

**SEE EXHIBIT "A", ATTACHED HERETO  
AND MADE A PART HEREOF**  
(Gary Sanitary District Easement Parcel No. 5)  
Key No. 41-49-0018-0007  
Common Address: 4244 West Ridge Road, Gary, Indiana



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LP  
CS

**HOLD**

**RECEIVED**

JUN 11 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

Donald K. Stash  
DONALD STASH  
Betty Stash  
BETTY STASH

GRANTEE

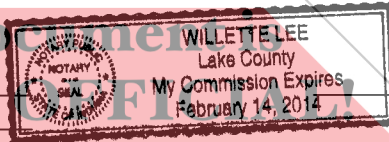
GARY SANITARY DISTRICT  
BOARD OF SANITARY COMMISSIONERS  
By: Richard J. Comer  
RICHARD J. COMER, PRESIDENT

State of Indiana, County of Lake) ss:

Before me, the undersigned, a Notary Public in and for said County and State, on this 11th day of June, 2008, personally appeared DONALD STASH and BETTY STASH, 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 11th day of June, 2008.

My Commission expires: 2/14/14  
County of Residence: Lake



Willette Lee  
Notary Public

This Document is the property of  
the Lake County Recorder!

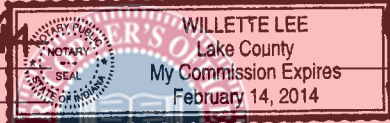
PRINTED NAME OF NOTARY

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

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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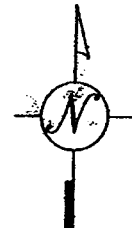
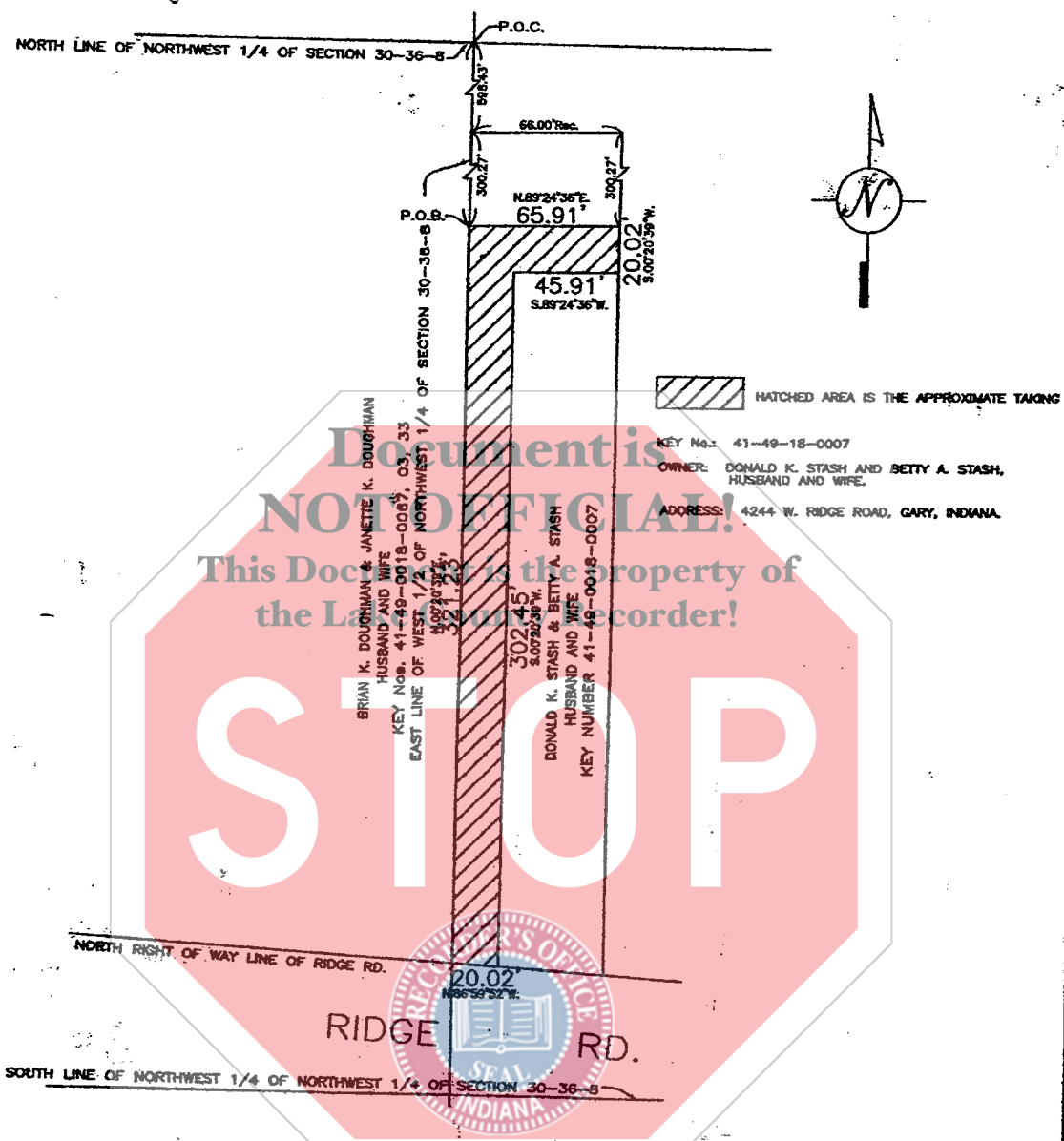
# H. DONALDSON ASSOCIATES, INC. PROFESSIONAL LAND SURVEYORS PLAT OF EASEMENT

803 S. Howard St., Gary, In 46463 Tel: (219)588-2599 Fax:(312)834-0263

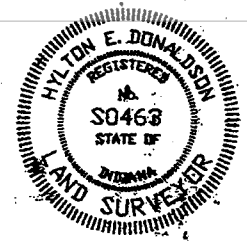
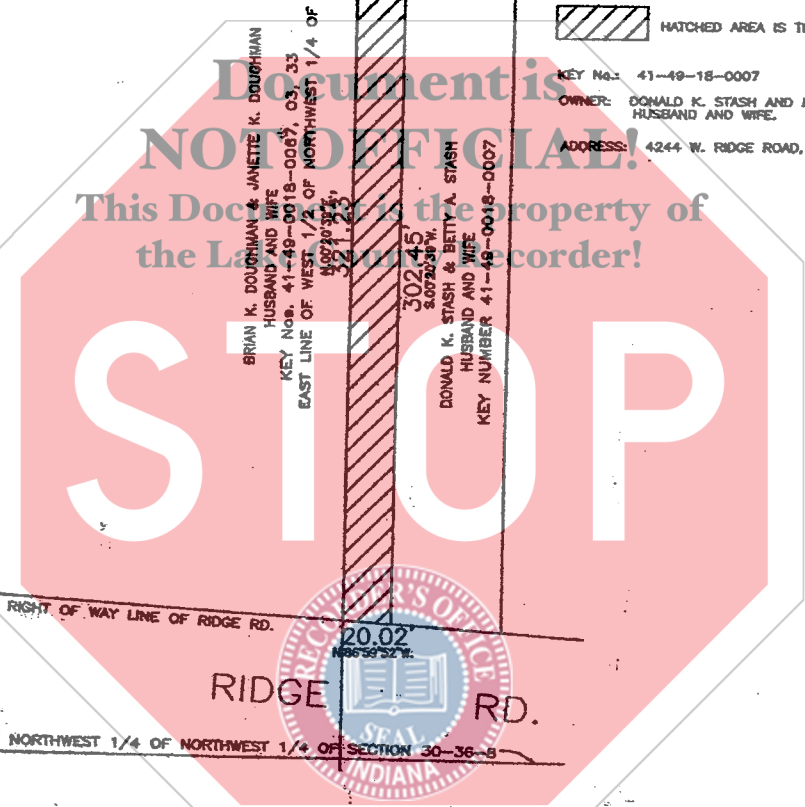
OF

A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 36 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN CITY OF GARY, IN LAKE COUNTY, INDIANA, BEING A PART 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, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 20 MINUTES 39 SECONDS WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SAID NORTHWEST 1/4 SECTION A DISTANCE OF 898.70 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 89 DEGREES 24 MINUTES 36 SECONDS EAST A DISTANCE OF 65.91 FEET TO A POINT IN THE EAST LINE OF THE OWNER'S LAND; THENCE SOUTH 00 DEGREES 20 MINUTES 39 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 20.02 FEET TO A POINT; THENCE NORTH 89 DEGREES 24 MINUTES 20 SECONDS WEST A DISTANCE OF 45.91 FEET TO A POINT; THENCE CONTINUING SOUTH 00 DEGREES 20 MINUTES 39 SECONDS WEST A DISTANCE OF 302.45 FEET, MORE OR LESS, TO A POINT IN THE NORTH RIGHT OF WAY LINE OF WEST RIDGE ROAD; THENCE NORTH 86 DEGREES 59 MINUTES 52 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 20.02 FEET TO A POINT IN THE WEST LINE OF THE EAST 1/2 OF SAID NORTHWEST 1/4 SECTION; THENCE NORTH 00 DEGREES 20 MINUTES 39 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 321.23 FEET TO THE POINT OF BEGINNING AND CONTAINING 7,357 SQUARE FEET 0.168 ACRE, MORE OR LESS.

COMMONLY KNOWN AS: 4244 WEST RIDGE ROAD, GARY, INDIANA.



KEY No.: 41-49-18-0007  
OWNER: DONALD K. STASH AND BETTY A. STASH, HUSBAND AND WIFE.  
ADDRESS: 4244 W. RIDGE ROAD, GARY, INDIANA.



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. 50463, State of Indiana

DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.  
Order No. 2007-2220  
Scale: 1 inch = 50 feet.  
Date: January 28, 2008  
Ordered by: GARY SANITARY DISTRICT