

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2008 067311

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 \_\_\_\_\_ day of May 14, 2008, by and between BRIAN K. & JANETTE K. DOUGHMAN (hereinafter referred to as "Grantor"), whose address is 4248 West Ridge Road, Gary, 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. 4)  
Key No. 41-49-0018-0067, 0003, and 0033  
Common Address: 4248 West Ridge Road, Gary, Indiana

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**RECEIVED**

JUN 23 2008

GSD / GSWMD  
ADMINISTRATION OFFICE

**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

Brian K. Doughman  
BRIAN K. DOUGHMAN

Janette K. Doughman  
JANETTE K. DOUGHMAN

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 June, 2008, personally appeared BRIAN K. AND JANETTE K. DOUGHMAN, 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 June, 2008.

My Commission expires: 9/16/2012  
County of Residence: Lake



Renee A. Gluth  
Notary Public

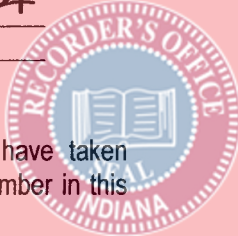
Renee L. Gluth  
PRINTED NAME OF NOTARY

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



Willete Lee  
Notary Public

WILETE 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



