

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2008 067312

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 Jul 21, 2008, by and between TOMAS & JASSO GUERRA (hereinafter referred to as "Grantor"), whose address is 612 VIRGINIA STREET, APT. 1A, JOILET, ILLINOIS, and **GARY SANITARY DISTRICT** (hereinafter referred to as "Grantee"), whose address is 3600 W. 3rd 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. 8)
Key No. 41-49-0018-0008
Common Address: 4210 West Ridge Road, Gary, Indiana

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LP
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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

GRANTEE

Tomas Guerra
TOMAS GUERRA

GARY SANITARY DISTRICT
BOARD OF SANITARY COMMISSIONERS

By: Richard J. Comer
RICHARD J. COMER, PRESIDENT

Arado Jasso
JASSO GUERRA

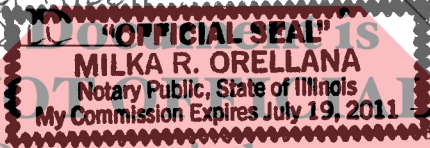
Illinois will
State of ~~Indiana~~, County of ~~Lake~~ ss:

Before me, the undersigned, a Notary Public in and for said County and State, on this 21 day of July, 2008, personally appeared TOMAS AND JASSO GUERRA, 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 21 day of July, 2008.

My Commission expires: July 19, 2011
County of Residence: Will

Milka R Orellana
Notary Public



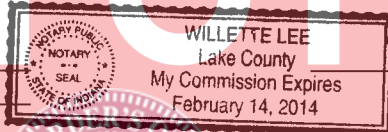
Milka R Orellana
PRINTED NAME OF NOTARY

State of Indiana, County of Lake) ss:

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th 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 30th day of July, 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

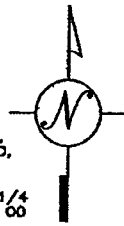
RETURN TO:
GARY SANITARY DISTRICT
3600 WEST 3RD AVENUE
GARY, IN 46406



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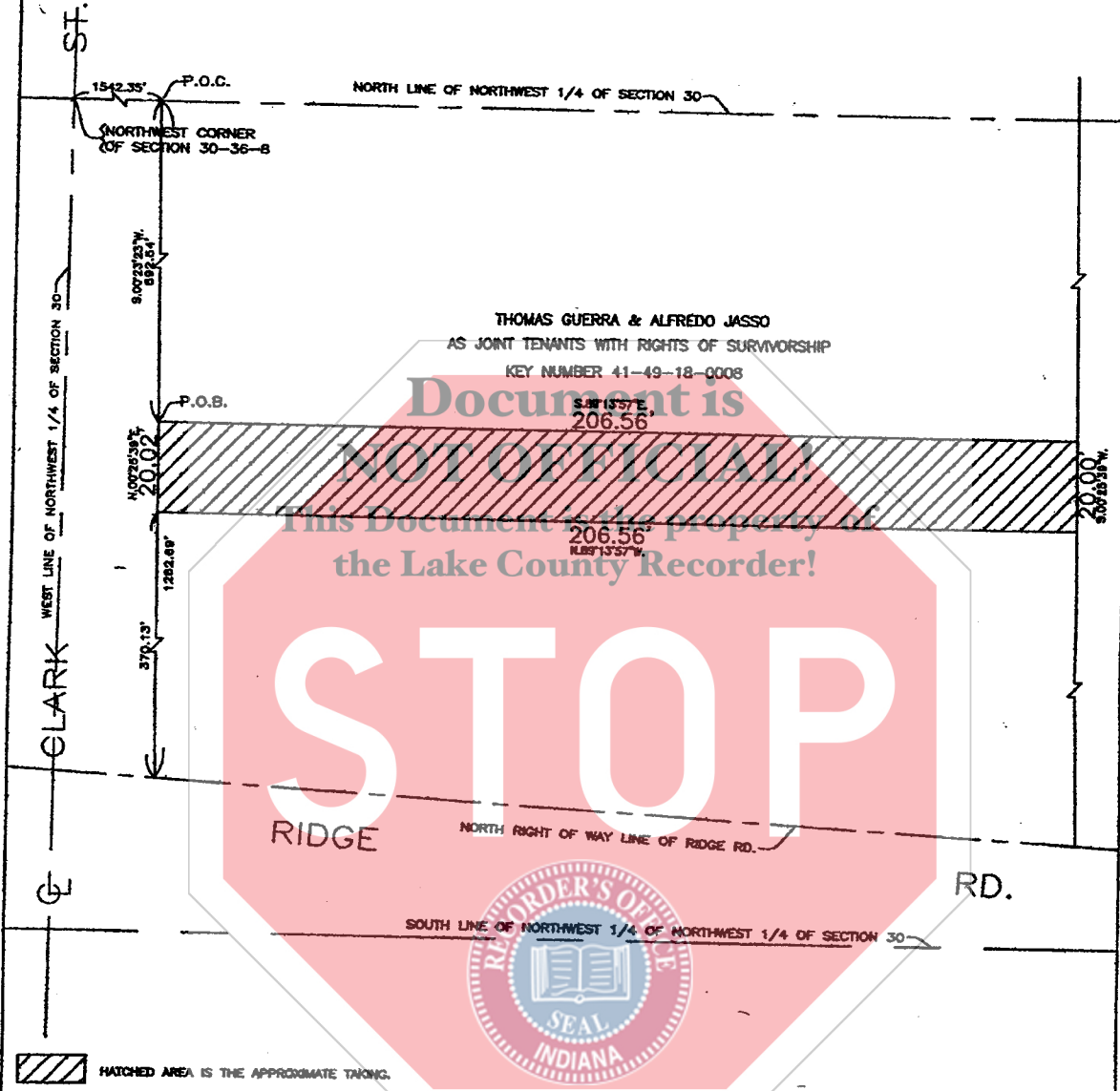
H. DONALDSON ASSOCIATES, INC. PROFESSIONAL LAND SURVEYORS

603 S. Howard St., Gary, In 46403 Tel: (219)588-2598 Fax:(312)834-0263



PLAT OF EASEMENT
OF
A 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, IN THE CITY OF GARY, IN LAKE COUNTY, INDIANA, BEING A PART OF THE SAME LAND CONVEYED TO TOMAS GUERRA AND ALFREDO JASSO, JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, BY WARRANTY DEED DOCUMENT NO. 2006-084334 RECORDED JUNE 28, 2006, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST 1/4 SECTION WHICH IS 1542.35 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 23 MINUTES 23 SECONDS WEST A DISTANCE OF 892.54 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 89 DEGREES 13 MINUTES 57 SECONDS EAST A DISTANCE OF 206.56 FEET TO A POINT IN THE EAST LINE OF THE OWNER'S LAND; THENCE SOUTH 00 DEGREES 25 MINUTES 39 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 13 MINUTES 57 SECONDS WEST A DISTANCE OF 206.56 FEET TO A POINT IN THE WEST LINE OF THE OWNER'S LAND; THENCE NORTH 00 DEGREES 23 MINUTES 23 SECONDS EAST A DISTANCE OF 20.02 FEET TO THE POINT OF BEGINNING, AND CONTAINING 4,130 SQUARE FEET 0.09+ ACRE, MORE OR LESS.

COMMONLY KNOWN AS: 4210 WEST RIDGE ROAD, GARY, INDIANA.



HATCHED AREA IS THE APPROXIMATE TAXING.

KEY No. 41-49-18-0008
OWNER: TOMAS GUERRA & ALFREDO JASSO
AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP.
ADDRESS: 4210 W. RIDGE ROAD, GARY, INDIANA.

DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.
Order No. 2007-2223
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