

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2008 067313

2008 SEP 26 PM 2:18

MICHAEL A. BROWN  
RECORDER

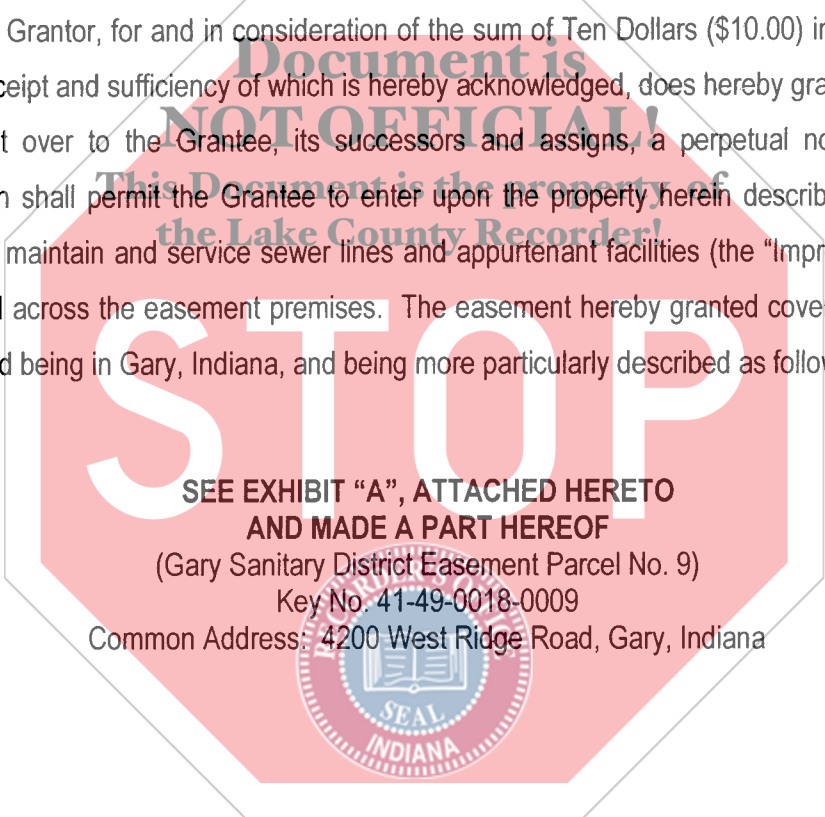
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**SANITARY SEWER EASEMENT AGREEMENT**

THIS SANITARY SEWER EASEMENT AGREEMENT is made and entered into this 17<sup>th</sup> day of June, 2008, by and between PAUL & MARY DE BIE (hereinafter referred to as "Grantor"), whose address is 4200 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. 9)

Key No. 41-49-0018-0009

Common Address: 4200 West Ridge Road, Gary, Indiana

17-  
LP  
CS

**HOLD**

**RECEIVED**

JUN 23 2008

GSD / GSWW  
ADMINISTRATIVE

**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

Paul de Bie  
PAUL DE BIE

Mary de Bie  
MARY DE BIE

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 17<sup>th</sup> day of June, 2008, personally appeared PAUL AND MARY DE BIE, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2008.

My Commission expires:  
County of Residence:

2/20/09  
Lake

Jean Alexander  
Notary Public

**Document is NOT OFFICIAL!**

**This Document is the property of the Lake County Recorder!**

Teresa A Kopl  
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 25<sup>th</sup> 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 25<sup>th</sup> day of June, 2008.

My Commission expires:  
County of Residence:

2/14/14  
Lake

Willetta Lee  
Notary Public

Willetta 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

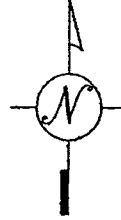
This instrument prepared by Luci L. Horton, Attorney No.: 7785-45

RETURN TO:  
GARY SANITARY DISTRICT  
3600 WEST 3<sup>RD</sup> AVENUE  
GARY, IN 46406

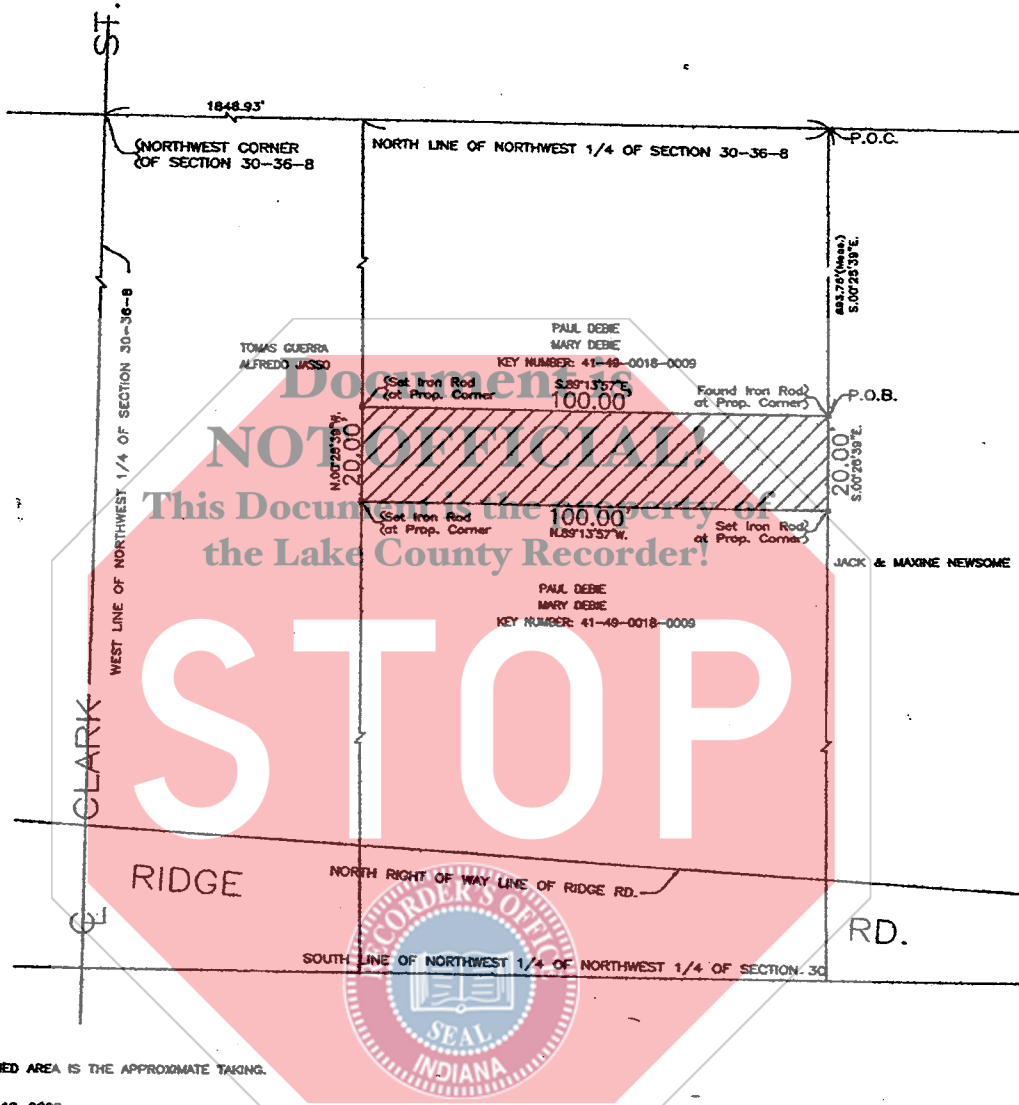


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H. DONALDSON ASSOCIATES, INC.  
PROFESSIONAL LAND SURVEYORS  
803 S. Howard St., Gary, In 46403 Tel: (219) 586-2599 Fax:(312) 834-0263  
**PLAT OF EASEMENT**  
OF



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, DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON ROD FOUND ON THE NORTH LINE OF SAID SECTION 30, WHICH POINT IS 1848.93 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 25 MINUTES 39 SECONDS WEST A DISTANCE OF 893.75 FEET TO AN IRON PIPE FOUND AND THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH 00 DEGREE 25 MINUTES 39 SECONDS WEST A DISTANCE OF 20.00 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 13 MINUTES 57 SECONDS WEST A DISTANCE OF 100.00 FEET TO AN IRON ROD; THENCE NORTH 00 DEGREE 25 MINUTES 39 SECONDS EAST A DISTANCE OF 20.00 FEET TO AN IRON ROD; THENCE SOUTH 89 DEGREES 13 MINUTES 57 SECONDS EAST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,999.91 SQUARE FEET, 0.0459 ACRE, MORE OR LESS.  
COMMONLY KNOWN AS: 4200 WEST RIDGE ROAD, GARY, INDIANA.



HATCHED AREA IS THE APPROXIMATE TAKING.

KEY No.: 41-49-18-0009.  
OWNER: PAUL DEBIE AND MARY DEBIE.  
ADDRESS: 4226 W. RIDGE ROAD, GARY, INDIANA.

DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.  
Order No. 2007-2224  
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