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MICHAEL A. GROWN
RECORDER

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

Right-of-Way Easement

This right of way easement agreement, made this 13 day of Nov, 2008, by and between William Lentz, "Grantor(s)", and the Lake Dalecarlia Regional Waste District, Lake County Indiana, "Grantee".

Property Address: ? Clinton Place, Crown Point, IN 46307
Key No.: 02-03-0107-0020, -0021, -0022
Legal Description: Block 30 Lots 84, 85, 86 Dalecarlia Subd.

That Grantor owns and has title to certain real estate located in Lake County, Indiana, and desires to grant a right-of-way easement to Grantee for utility associated purposes over the real estate.

Now therefore, for and in consideration of the sum of One (\$1.00) dollar and other good and valuable consideration, the receipt of which is hereby acknowledged by Grantor, Grantor does hereby grant, bargain, sell, convey and warrant unto the Grantee, its successors and assign, forever, a perpetual right-of-way easement with the right, privilege and authority in Grantee, at it's own expense, to enter upon, dig, lay, erect, construct, install, reconstruct, operate, maintain, patrol, continue, repair, replace and renew a sanitary sewer line or line of pip and appurtenances, as a part of the Grantee's system for the collection, carriage, treatment and disposal of the waste sewage of the District with all the necessary and convenient equipment, facilities, service pipes, lines and connections therefore, and to operate by means thereof a system for such connection, carriage, treatment, disbursement, disposal and distribution as shall be hereafter located and constructed in, on, upon, along, under, over and across the real estate owned by Grantor and situated in Lake County, Indiana, which real estate is herein described.

The grantee shall have the right, at it's expense to enter along, over and upon the easement to repair, replace, remove, relocate, service, and maintain it's sanitary sewers and appurtenances, at will, and to make such alterations and improvements therein as may be necessary or useful, and to build and maintain all necessary sewers, pumps, tanks, filters, distribution systems, controls, electrical, and appurtenances incident to such sewers, and for such purposes shall have the right of ingress and egress over adjoining premises and lands when necessary, and only for temporary periods, and shall not otherwise enter upon lands adjoining said easement.

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Grantor covenants for Grantor, Grantor's grantees, successors and assigns that Grantor will not erect or maintain any building or other structure or obstruction on or over the sewer lines and appurtenances, and give the Grantee the right to remove any such obstruction to grant additional easements over, across or on the real estate in which the perpetual right-of-way

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easement, is hereby granted, except by written permission from the Grantee in accordance with the terms thereof, which permission, when in writing and recorded, shall run with the real estate.

Full right and authority is hereby granted unto the Grantee, it's successors and assigns, to assign or convey to another or others, this right-of-way easement.

Grantor hereby covenants that Grantor is the owner in fee simple of the real estate, is lawfully seized thereof and has a good right to grant and convey the foregoing easement herein; and the Grantor guarantees the quiet possession hereof and will warrant and defend Grantee's title to the easement against all lawful claims.

This right-of-way easement agreement shall be binding upon the Grantor, Grantor's heirs, personal representatives, successors and assigns, and the same shall inure to the benefits of the Grantor, successors and assigns.

In witness whereof, the parties hereto have duly executed this right-of-way easement this 13 day of NOV, 2008.

Grantor:

William Lentz

William Lentz print

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STATE OF INDIANA)

SS:

COUNTY OF LAKE)



Before me, the undersigned, a Notary Public in and for said County and State, on this 13 day of November, 2008, personally appeared: William Lentz and who acknowledged the execution of the foregoing Easement Agreement as their voluntary act and deed.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Carol White

Notary Public
A resident of Lake County



My commission expires:

July 15, 2016

This instrument was prepared for the Lake Dalecarlia Regional Waste District, 15901 Briargate Place, Lowell, IN 46356