

NOT AN OFFICIAL DOCUMENT

2024-513493
 04/30/2024 02:05 PM
 TOTAL FEES: 25.00
 BY: JAS
 PG #: 5
 RECORDED AS PRESENTED

STATE OF INDIANA
 LAKE COUNTY
 FILED FOR RECORD
 GINA PIMENTEL
 RECORDER

FILED

Apr 30 2024 BDD
 PEGGY HOLINGA-KATONA
 LAKE COUNTY AUDITOR

Project: Calumet Township
 Septic Tank Elimination Project
 Parcel: 48
 Page: 1 of 3

STATE OF INDIANA)
)
 COUNTY OF LAKE) SS: SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That, in consideration of Four Hundred Fifty Dollars (\$450.00) and other good and valuable consideration paid to Cherylyn James, a/k/a/ Cherylyn James, 611 E. 53rd Avenue, Merrillville, IN 46410, hereinafter referred to as "GRANTOR", by and on behalf of the Board of Commissioners of Lake County, Indiana, referred to as "GRANTEE", the receipt and sufficiency of which is hereby acknowledged, GRANTOR hereby grants, bargains, sells, transfers, dedicates and conveys unto GRANTEE, its successors and assigns, a permanent exclusive right to enter, recenter, occupy and use the property situated in Lake County, State of Indiana, more fully described and shown on Exhibit "A" attached hereto and incorporated herein by reference (the "Property")

Cross-referencing Instrument Number 2015 058362
 Recorded on 08/27/2015
 Parcel Number 45-08-29-402-018.000-001

to erect, construct, install and lay, and therefore use, operate, inspect, repair, maintain, replace, remove, substitute, and change the size of, one or more sanitary sewer line(s) and appurtenances thereto, including electric or other related control systems, underground cables, wires and connections and surface appurtenances. By way of example and not by way of limitation, the parties intend to include within the terms "lines" and "appurtenances" the following: mains and interceptors, vaults, manholes, control systems, ventilators and the like, of such size and capacity as necessary or required by GRANTEE, which is part of, or to become part of, GRANTEE'S sanitary sewer utility system over, across, and through the Property.

GRANTOR shall neither cause nor permit the construction or placement of any structure (including fences) or building, streetlight, yard light, mailbox or sign, temporary or permanent, or the planting of any tree, woody plant or nursery stock, of any kind, on any part of the Property conveyed to GRANTEE.

GRANTOR covenants that she shall not grant, bargain, sell, transfer, dedicate, convey to, or permit, any other person to use or occupy the easement for any purpose without the express permission of GRANTEE, which permission shall not be unreasonably withheld, for the rights reserved to GRANTEE hereunder are exclusive. All surface and subsurface uses of the Property, including use of the Property by other public utilities, are subject to terms and conditions determined by GRANTEE and must be approved by GRANTEE in writing before installation or use. Notwithstanding the foregoing, nothing herein shall be construed to abrogate the rights of any state, county, or municipal authority under any existing easement or right-of-way for drainage purposes.

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Project: Calumet Township
Septic Tank Elimination Project
Parcel: 48
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Any prohibited use or installation located on the Property as of or after the date of this Agreement may be removed by GRANTEE at GRANTOR'S expense without liability or damages arising therefrom. GRANTEE shall compensate GRANTOR for fences existing as of the date hereof which are disturbed or destroyed by GRANTEE in the exercise of its rights hereunder. GRANTOR shall not construct or install new/replacement fencing across or within the Property without the written approval of GRANTEE, subject to terms and conditions determined by GRANTEE.

GRANTEE covenants to maintain the easement in good repair so that no damage will result from its use to the adjacent land of GRANTOR, her trustees, successors, heirs, and assigns. After any construction or other operations by GRANTEE which disturb the surface of the Property, GRANTEE will restore the general surface of the ground as reasonably as may be done to the grade and condition it was in immediately prior to construction, except as necessarily modified to accommodate GRANTEE'S facilities. Topsoil shall be replaced in cultivated agricultural areas, and any excess earth resulting from installations by GRANTEE shall be removed from the Property at the sole expense of GRANTEE. For a period of five (5) years following the disturbance of the surface of the Property by GRANTEE, GRANTEE will maintain the surface elevation and quality of the soil by correcting any settling that may occur as a result of the work done by GRANTEE.

GRANTOR retains the right to the undisturbed use and occupancy of the Property insofar as such use and occupancy are consistent with and do not impair any grant or covenant herein contained.

GRANTEE is acquiring its rights in the Property to insure to it a dominant easement for the exercise of GRANTEE'S functions. The exercise of any rights in the Property other than those expressly retained by GRANTOR shall be within the discretion of GRANTEE. GRANTEE may permit and authorize other uses of the Property not reserved in GRANTOR as will not impair GRANTEE'S dominant rights upon such compensation, terms, limitations and conditions as GRANTEE shall find reasonably necessary to protect its dominant right of occupancy without undue or unnecessary injury to or impairment of the estate retained by GRANTOR.

GRANTOR warrants that she has full right and lawful authority to make the grant herein contained, and promises and agrees to defend GRANTEE in the exercise of its rights hereunder against any defect in title or in GRANTOR'S right to make said grant, subject to easements, encumbrances, exceptions, limitations, restrictions and reservations contained in instruments of record prior to the date of this Agreement.

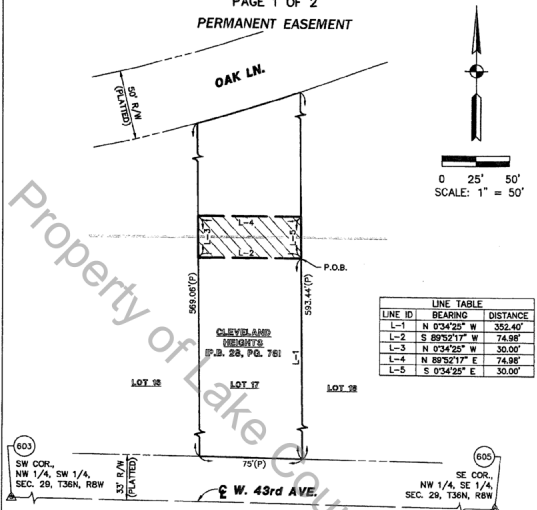
The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of GRANTEE, its trustees, successors and assigns. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

This writing constitutes the whole agreement between the parties and no additional or different oral representations, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument.

The undersigned person executing this easement on behalf of GRANTOR represents and certifies that she has been authorized to execute and deliver this easement.

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EXHIBIT "A"
PAGE 1 OF 2
PERMANENT EASEMENT




LINE ID	BEARING	DISTANCE
L-1	N 0°34'25" W	352.40'
L-2	S 89°52'17" W	74.98'
L-3	N 0°34'25" W	30.00'
L-4	N 89°52'17" E	74.98'
L-5	S 0°34'25" E	30.00'

NOTE:
THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY, OR A SURVEYOR LOCATION REPORT.

* DOCUMENT RE-RECORDED TO CORRECT GRANTOR'S NAME AS INST. No. 2015-058362 ON 08/27/2015

LEASE TO PURCHASE AGREEMENT, TERMS FOR PURCHASE 12/01/2017 TO 12/01/2023 (INST. No. 2017-086564)


 PERMANENT EASEMENT AREA (0.052 AC.)

LEGEND

(P) = PLAT
(D) = DEED

D.L. = DEED LINE
L.L. = LOT LINE
T.L.L. = TAX ID LINE

____ EXIST. RIGHT-OF-WAY LINE
____ PROPERTY LINE
____ SECTION LINE
____ LOT LINE
____ ROAD CENTERLINE
____ EXIST. EASEMENT LINE
____ PROP. SANITARY/SEWER
____ PROP. EASEMENT LINE
____ SEE LOCATION CONTROL ROUTE SURVEY PLAT



JAMES, CHERYLIN
2219 OAK LANE
GARY, IN 46408

INST. No. 2015-045718, DATED 06/28/2015 *
PT. LOT 17, CLEVELAND HEIGHTS SUBDIVISION,
CALLUMET TOWNSHIP, LAKE COUNTY, INDIANA
STATE PARCEL No. 45-08-29-402-018.000-001

PARCEL No. 48
VS PROJ. No. 2205032
DRAWN BY: WDW
CHECKED BY: KKM
DATE: 10/05/2023

THIS EXHIBIT WAS PREPARED BY:



VS ENGINEERING, INC.

PREPARED FOR:
THE LAKE COUNTY BOARD
OF COMMISSIONERS

4275 N. HIGH SCHOOL RD. INDIANAPOLIS, INDIANA 46254
TEL. (317) 293-3542 FAX: (317) 293-4737

EXHIBIT "A"
PAGE 2 OF 2

PERMANENT EASEMENT

An easement across part of Lot 17 in Cleveland Heights, a subdivision, located in the Northwest Quarter of the Southeast Quarter of Section 29, Township 36 North, Range 8 West of the Second Principal Meridian, Calumet Township, Lake County, Indiana, the plot of which subdivision is recorded in Plat Book 28, Page 78, and being that part of the grantor(s) land, as described in Instrument Number 2015-045718 and re-recorded as Instrument Number 2015-058362 in the Office of the Recorder of said county and state, said easement being more particularly described as follows:

Commencing at the southeast corner of said lot; thence North 0 degrees 34 minutes 25 seconds West 352.40 feet along the east line of said lot to the POINT OF BEGINNING of this description: thence South 89 degrees 52 minutes 17 seconds West 74.98 feet to the west line of said lot; thence North 0 degrees 34 minutes 25 seconds West 30.00 feet along said west line; thence North 89 degrees 52 minutes 17 seconds East 74.98 feet to the east line of said lot; thence South 0 degrees 34 minutes 25 seconds East 30.00 feet along said east line to the POINT OF BEGINNING and containing 0.052 acres, more or less.

Basis of bearings is the Lake-Newton County Zone of the Indiana Geospatial Coordinate System (INGCS), NAD83(2011).

Kantinn K Miller 10/06/2023

VS ENGINEERING, INC.
KANTIN K. MILLER, P.S.
PROFESSIONAL SURVEYOR NO. 21300005
STATE OF INDIANA



* DOCUMENT RE-RECORDED
TO CORRECT GRANTOR'S NAME AS
INST. No. 2015-058362 ON 08/27/2015

LEASE TO PURCHASE AGREEMENT.
TERMS FOR PURCHASE 12/01/2017 TO 12/01/2023
(INST. No. 2017-086564)

JAMES, CHERYLIN 2219 OAK LANE GARY, IN 46408	PARCEL No. 48 VS PROJ. No. 2205032
INST. No. 2015-045718, DATED 05/28/2015 * PT. LOT 17, CLEVELAND HEIGHTS SUBDIVISION, CALUMET TOWNSHIP, LAKE COUNTY, INDIANA STATE PARCEL No. 45-08-29-402-018.000-001	DRAWN BY: WDW CHECKED BY: KKM DATE: 10/05/2023

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