



# NOT AN OFFICIAL DOCUMENT

Project: Calumet Township  
Septic Tank Elimination Project  
Parcel: 139  
Page: 2 of 3

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, his 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 he 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.

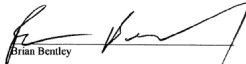
The undersigned person executing this easement on behalf of GRANTOR represents and certifies that he has been authorized to execute and deliver this easement.

# NOT AN OFFICIAL DOCUMENT

Project: Calumet Township  
Septic Tank Elimination Project  
Parcel: 139  
Page: 3 of 3

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed his name this 19<sup>th</sup> day of  
MARCH, 2024.

GRANTOR:

  
Brian Bentley

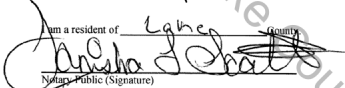
## NOTARY'S CERTIFICATE

STATE OF Indiana )  
COUNTY OF Lake ) SS:

Before me the undersigned, a Notary Public in and for said County and State this March day of  
19 2024, personally appeared the within named Brian Bentley, GRANTOR in the  
foregoing Sanitary Sewer Easement, who acknowledged the same to be his voluntary act and deed for the  
purposes herein mentioned. I have hereunto subscribed my name and affixed my official seal.

My commission expires Sep 8 2031

I am a resident of Lake County

  
Notary Public (Signature)

Tanisha L Scott  
Notary Public (Printed Name)

After recording, return to:  
Lake County, Indiana  
Board of Commissioners  
2293 North Main Street  
Crown Point, IN 46307  
Attention: Stacy Hazard

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. /s/ Christian W. Bartholomew

This instrument prepared by Christian W. Bartholomew, Attorney, Burke Costanza & Carberry LLP, 9191  
Broadway, Merrillville, IN 46410.

**TANISHA L SCOTT**  
Notary Public - Seal  
Lake County - State of Indiana  
Commission Number NP0672707  
My Commission Expires Sep 8, 2031



# NOT AN OFFICIAL DOCUMENT

EXHIBIT "A"  
PAGE 2 OF 2

## PERMANENT EASEMENT

A strip of land in Lot 29 in Cleveland Heights Subdivision, a subdivision 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 plat of which subdivision is recorded in Plat Book 28, Page 78 in the Office of the Recorder of said county and state, said strip being 26 feet of even width off of and across the entire east side of said lot, containing 0.045 acres, more or less.

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

*Kantink Miller*

10/20/2023

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



BENTLY, BRIAN  
4174 CLEVELAND ST.  
GARY, IN 46408

INST. No. 9B010707, DATED 02/09/1998  
LOT 29, CLEVELAND HEIGHTS SUBDIVISION,  
CALUMET TOWNSHIP, LAKE COUNTY, INDIANA  
STATE PARCEL No. 45-08-29-401-032.000-001

PARCEL No. 139
VS PROJ. No. 2205032
DRAWN BY: WDW
CHECKED BY: KKM
DATE: 10/20/2023

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