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LAKE COUNTY TITLE COMPANY  
DIVISION OF CHICAGO TITLE INSURANCE COMPANY

**EASEMENT AGREEMENT**  
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THIS IS AN AGREEMENT Dated JANUARY 31, 1969  
between **BERTHA GEBHARDT**, a widow not remarried; **GEORGIA SAEMS** and **GEORGE SAEMS**, her husband; and **EDWARD GEBHARDT**, a bachelor; of Ross Township, County of Lake, State of Indiana, (herein called "Grantor", whether one or more), and **SHELL OIL COMPANY**, a Delaware corporation with offices at 10 South Riverside Plaza, Chicago, Illinois 60606 (herein called "SHELL").

**GRANTOR**, for \$10.00 and other valuable consideration received hereby grants to Shell an easement over and across the following described premises in Ross Township, County of Lake, State of Indiana (herein called "Easement Area"):

Part of the Northwest quarter of the Southwest quarter of Section 22, Township 35 North, Range 8 West of the Second Principal Meridian, more particularly described as follows: Commencing at a point on the South right of way line of U. S. Highway No. 30, which is 1,131 feet East of the West line of the above said Section 22 and running thence South parallel with the West line of said Section 22 a distance of 100 feet; thence East parallel with the South right of way line of said U. S. Highway No. 30, 50 feet; thence North 100 feet to the South right of way line of the above said Highway; thence West along the South right of way line of said Highway 50 feet to the place of beginning in Lake County, Indiana,

15-121-12

FILED

AUG 10 for the purposes of ingress and egress by Shell, its lessees and its and their licensees and invitees, to and from the premises adjoining the Easement Area on the West, now owned by Shell under the deed recorded in                      Book                     , Page                     , in the Office of the                      of that County (herein called "Adjoining Premises");

TOGETHER WITH the following rights to construct, maintain, replace and remove a driveway over and across the Easement Area;

- a. Construct a concrete or asphaltic concrete driveway at least forty (40) feet in width and meeting the minimum Lake County requirements for public road construction, designed and built so as to facilitate connection with any road that Grantor may build to intersect with Shell's road; and for this purpose all detailed plans and specifications on Shell's road shall, as a condition precedent, have written approval by a person designated by Grantor.
- b. Maintain said road for the term of this agreement in a neat and workmanlike manner, including resurfacing when needed; and for this purpose, if in the opinion of Grantor, Shell is derelict in its duty to maintain said road, Grantor shall notify Shell in writing at 10 South Riverside Plaza, Chicago, Illinois, giving Shell forty-five (45) days in which to correct deficiencies, and if Shell fails to correct these deficiencies to Grantor's satisfaction, Grantor may do so at Shell's expense, including court costs and reasonable attorney's fees that may be incurred by Grantor.

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**STOP**

STATE OF INDIANA:

SS:

COUNTY OF LAKE :

On this 31<sup>ST</sup> day of JANUARY, 1967, before me, JAMES E. KETSINGER, a Notary Public in and for said County in said State, personally appeared BERTHA GEBHARDT, a widow, not remarried, EDWARD GEBHARDT, a bachelor, GEORGIA SAEMS and GEORGE SAEMS, her husband, to me personally known and known to me to be the same persons described in and who executed the foregoing instrument, and severally acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses, purposes, and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the aforesaid day and year.

*James E. Ketsinger*  
\_\_\_\_\_  
James E. Ketsinger  
Notary Public

My commission expires:  
Oct. 4, 1970

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
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ANDREW JENSEN  
RECORDER

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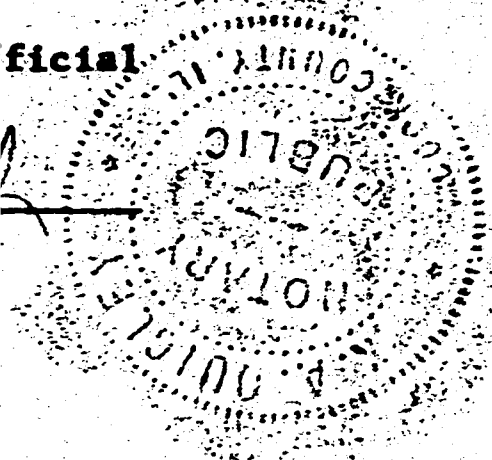
STATE OF ILLINOIS  
COUNTY OF COOK

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On this 5th day of August 1969, before me, R. A. Ziegler  
a Notary Public in and for said County and State, personally appeared  
R. H. HARR, to me personally known, who, being by me duly sworn, said  
that he is Manager, Real Estate and Development Department of SHELL OIL  
COMPANY, the corporation which executed the foregoing instrument, and  
acknowledged to me that he signed said instrument as such Real Estate  
and Development Manager, in the name and behalf of said corporation that  
he was thereunto duly authorized by said corporation's Board or Directors  
and that said instrument is his free and voluntary act and deed and the  
free and voluntary act and deed of said corporation, for the uses and  
purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official  
seal on the aforesaid day and year.

My Commission expires: 8/31/70  
R. A. Ziegler  
Notary Public



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THE EASEMENT and rights hereby granted shall continue in effect for the period of sixty (60) years beginning on January 31st, 1969 and ending on January 31st, 2029.

GRANTOR reserves the right to use the Easement Area for the purpose of ingress and egress and to survey, construct and maintain an intersecting road with and over the above described Easement Area "by Grantor, Grantor's lessees and Grantor's and such lessees' licenses and invitees" to and from the remainder of Grantor's premises. Neither Grantor nor Shell shall ever commit or permit any parking of vehicles in, or any other obstruction of, the Easement Area.

GRANTOR covenants that Grantor has title to the Easement area in fee simple, that the same is free from all liens and encumbrances, except for that portion of the Easement Area taken by the United States for highway purposes, and that Grantor will warrant and defend the title thereto against the claims of all persons.

THIS AGREEMENT shall run with the land, and shall bind and inure to the benefit of Grantor's heirs, administrators, executors, successors and assigns, and Shell's successors and assigns.

EXECUTED as of the date first herein specified.

WITNESSES to Grantor's execution;

Dated this 30th day of July 1969

Georgia Saems  
Administratrix of the Estate of  
Bertha Gebhardt, Deceased

x Bertha Gebhardt  
Bertha Gebhardt

Georgia Saems  
Georgia Saems

Edward Gebhardt  
Edward Gebhardt

George Saems  
George Saems

WITNESSES to Shell's execution;

P.J. Bernath  
P.J. BERNATH  
V.L. PAULINE  
V.L. PAULINE

SPELL OIL COMPANY  
By H.H. Hahn  
H. H. Hahn, Manager, Real  
Estate and Dev. Dept.

THIS DOCUMENT PREPARED UNDER THE SUPERVISION OF R.H. HAHN.