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Policy 275524X pending
June 15 1970
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LAKE COUNTY TITLE COMPANY
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EASEMENT GRANT AND AGREEMENT

L. C. Combs & Sons
3658 Durant St
Gary, Ind.

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the Lake County Recorder

THIS AGREEMENT AND INDENTURE made and entered into this
15th day of June 1970, by and between Victor A.
Cison and Helen Sarkey Cison, formerly Helen Sarkey, husband
and wife, hereinafter referred to as "First Parties" and Penn-
sylvania Real Estate Investment Trust, under Trust Indenture
filed in the Office of the Secretary of State of the State of
Indiana on the 23rd day of March, 1965 and recorded in the Re-
corder's Office of Marion County, Indiana, as Instrument No. 65-
22720 acting herein by Morris A. Kravitz and Sylvan M. Cohen on
behalf of all trustees, hereinafter referred to as "Second Party"
and Combs Realty Company, Inc., an Indiana corporation, hereinafter referred to as "Third Party."

W I T N E S S E T H:

WHEREAS, First Parties are the owners of the following described real estate situated in Lake County, Indiana, to-wit:

That part of Section 19, Township 36 North, Range 8 West of the 2nd P.M. described as commencing at a point on the East Section line, 201 feet North of the Southeast corner of said Section and running thence Northwesterly along the New York, Chicago and St. Louis Railroad right-of-way, a distance of 1355.2 feet to a point which is 1313 feet west of the East Section line; thence North parallel to the East Section line a distance of 304.6 feet to a point which is 825 feet North of the South Section line; thence West parallel to the South Section line a distance of 502.7 feet; thence North parallel to the East Section line a distance of 1853.3 feet to a point which is 2616 feet south of the North Section line; thence East parallel to the North Section line a distance of 315.7 feet to the point which is 1500 feet West of the East Section line; thence at right angles South a distance of 30 feet to a point; thence Northeasterly along the Power line right-of-way a distance of 1813.36 feet, more or less, to a point on the East Section line; thence South along the Section line a distance of 3483.2 feet to the place of beginning, in Lake County, Indiana, hereinafter sometimes referred to as the Sarkey property and

WHEREAS, Second Party is the owner of the following described real estate situated in Lake County, Indiana, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 20, Township 36 North, Range 8 West of the 2nd P.M. in Lake County, Indiana, and

WHEREAS, Third Party is the owner of the following described real estate situated in Lake County, Indiana, to-wit:

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The South Half ($S\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) and the West Half ($W\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section 20, Township 36 North, Range 8 West of the 2nd P.M. in Lake County, Indiana, excepting that part thereof owned by the NYC and St. L. R. Co., and

WHEREAS, the parties hereto desire that First Parties grant and convey to Second Party and Third Party a certain easement for a drainage ditch across the Sarkey property and subject to the terms and provisions of the herein agreement

NOW THEREFORE, in consideration for the payment by Second Party and Third Party to First Parties of the sum of Four Thousand Eight Hundred Dollars (\$4,800.00) in cash concurrently with the execution of the herein agreement, the receipt of which is hereby acknowledged by First Parties, and the promises and the agreements of the parties hereto, it is agreed as follows:

Victor A. Cison and Helen Sarkey Cison, formerly Helen Sarkey, husband and wife, as First Parties hereto, and as Grantors herein (subject to the terms and provisions of the herein agreement as hereinafter recited) hereby grant, release, convey and quit claim to Pennsylvania Real Estate Investment Trust, as Second Party hereto, and to Combs Realty Company, Inc., an Indiana corporation, as Third Party hereto, as Grantees herein and their respective successors and assigns and licensees a private easement for a period of ten (10) years from March 1, 1970, twenty (20) feet wide and across the lands owned by First Parties and above described as follows:

Part of Section 19, Township 36 North, Range 8 West of the 2nd P.M. in Lake County, Indiana, more particularly described as 10 feet on each side of the following described line: Commencing at a point on the East line of said Section 19, and 30 feet South of the Northeast corner of the Southeast quarter of said Section 19; thence West parallel to the North line of the Southeast Quarter of said Section 19, 1800 feet; thence North parallel to the East line of said Section 19 to a point which is 2616 feet South of the North line of said Section 19.

and for the excavation, installation, construction, use, operation, repair, cleaning and maintenance of an open drainage ditch (said drainage ditch being presently in existence and operation) for the purpose of draining storm and surface water from the lands of Second Party and Third Party as herein described through said ditch and into the Little Calumet River at the North terminus of said ditch, provided however, that in the event that Grantors their heirs and assigns desire to convert said ditch from an open ditch to tile drainage or some other type of covered drainage, then any and all expense of such conversion shall be paid by the Grantors and further provided that any such conversion shall be accomplished and completed without diminishing the condition of drainage.

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During said original ten (10) year term of the herein easement as above provided for, Second Party and/or Third Party promises to pay to First Parties the sum of One Hundred Dollars (\$100.00) per month commencing on March 1st 1970 and continuing on the first day of each and every month thereafter during said ten (10) year easement term. Said payments may be made to First Parties by valid check payable to First Parties and sent to First Parties at such place as First Parties may designate in writing from time to time and until such designation, may be sent to First Parties at 3141 South 52nd Court, Cicero, Illinois.

3.

Second Party and Third Party are hereby granted four (4) ten (10) year renewal options, more specifically described as follows:

(a) The original ten (10) year easement term herein provided for may be renewed and extended by Second Party and Third Party for an additional term of ten (10) years by delivering to First Parties not less than thirty (30) days prior to the expiration of said original ten (10) year easement term, written notice of such renewal and accompanied by a valid check payable to First Parties and in the amount of One Thousand Dollars (\$1,000.00) and representing a first renewal fee. Said first ten (10) year renewal of the herein easement shall be on the same terms and conditions as the original ten (10) year easement term except that the monthly payments herein provided for shall be increased to the sum of One Hundred Fifty Dollars (\$150.00) per month.

(b) If Second Party and Third Party shall exercise their first ten (10) year renewal option as provided for in Subparagraph (a) just above, then the term of said easement may again be renewed and extended by Second Party and Third Party for a second ten (10) year term by delivering to First Parties not less than thirty (30) days prior to the expiration of said first ten (10) year renewal term, written notice of such renewal and accompanied by a valid check payable to First Parties and in the amount of One Thousand Five Hundred Dollars (\$1,500.00) and representing a second renewal fee. Said second ten (10) year renewal of the herein easement shall be on the same terms and conditions as the said original easement term except that the monthly payments herein provided for shall be increased to Two Hundred Dollars (\$200.00) per month.

(c) If Second Party and Third Party shall exercise their second ten (10) year renewal option as provided for in Subparagraph (b) just above, then the term of said easement may again be renewed and extended by Second Party and Third Party for a third ten (10) year term by delivering to First Parties not less than thirty (30) days prior to the expiration of said second ten (10) year renewal term, written notice of such renewal and accompanied by a valid check payable to First Parties in the amount of

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Two Thousand Dollars (\$2,000.00) and representing a third renewal fee. Said third ten (10) year renewal of the herein easement shall be on the same terms and conditions as said original easement term except that the monthly payments as herein provided for shall be increased to Two Hundred Fifty Dollars (\$250.00) per month.

(d) If said Second Party and Third Party shall exercise their third ten (10) year renewal option as provided for in Subparagraph (c) just above, then the term of the herein easement may again be renewed and extended by Second Party and Third Party for a fourth ten (10) year renewal term by delivering to First Parties not less than thirty (30) days prior to the expiration of said third ten (10) year renewal term, written notice of such renewal and accompanied by a valid check payable to First Parties in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) and representing a fourth renewal fee. Said fourth ten (10) year renewal of the herein easement shall be on the same terms and conditions as said original easement term except that the monthly payments herein provided for shall be increased to Three Hundred Dollars (\$300.00) per month.

Said renewal notices and renewal fees may be sent to First Parties at the place herein provided for the payment of said monthly easement payments.

4.

If any of said monthly payments herein provided for shall not be paid when due and shall remain unpaid for a period of thirty (30) days after the date it becomes due, and if First Parties are not in default in the performance of the herein agreement on their part, then the herein easement agreement shall cease and terminate at the option of First Parties.

5.

Second Party and Third Party each expressly promise and agree that during the Spring of the calendar year 1970, they will, at their cost and expense, clean that portion of the ditch now located on said easement and commencing with Chase Street on the east and continuing west to the point where said existing ditch turns and runs to the north.

6.

Second Party and Third Party further expressly promise and agree that, at their cost and expense, they will clean the entire ditch located on said easement herein granted, not less than once every five (5) years during the existence of the herein easement, it being assumed by the Parties hereto that said ditch will need cleaning approximately every five (5) years.

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It is further understood and agreed that in the event the Little Calumet River Basin is dredged or widened or otherwise dealt with, with the result that the general area drainage where the herein easement and the real estate owned by the Parties hereto are located, is revised, with the result that the herein easement is no longer required for the drainage of the real estate of Second Party and Third Party, then the herein easement and agreement may be terminated by either First Parties or by Second Party and Third Party.

8.
Anything in the herein agreement to the contrary notwithstanding, it is expressly agreed by and between the parties hereto, that the herein easement agreement may be cancelled and terminated at any time during its existence by either First Parties on the one part or Second Party and Third Party on the other part by giving written notice to the opposite Parties not less than six (6) months prior to the designated termination date. It is further expressly agreed that if the herein easement and agreement is cancelled and terminated by First Parties as authorized in the herein Section 8 of this agreement, then Second Party and Third Party shall have the right and privilege of relocating, at their cost and expense, said ditch now located on the easement herein granted, upon and across the real estate herein described and owned by First Parties and along the west right-of-way line of Chase Street and from the present ditch on the South to the Little Calumet River on the north, and at a width of twenty (20) feet.

9.

The herein easement is granted with the express understanding and limitation that it is appurtenant to the lands owned by Second Party and Third Party as herein specifically described and for the drainage of storm and surface water from such lands of Second Party and Third Party hereto and that said easement is not an easement in gross and that said easement and the covenants and conditions herein contained shall constitute rights, covenants and conditions running with said land and shall not be separately assignable or transferable.

10.

All the terms, provisions, covenants and conditions of the herein agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this day and year first above written.

Victor A. Cison
Victor A. Cison

First Parties:

Helen Sarkey Cison
Helen Sarkey Cison

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Pennsylvania Real Estate Investment Trust

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Trustee - Sylvan M. Cohan

By Morris A. Kravitz
Trustee - Morris A. Kravitz

On behalf of all Trustees being authorized so to do

(Second Party)

Combs Realty Company, Inc.

By L. I. Combs, Jr.
President
L. I. Combs, Jr. (Third Party)



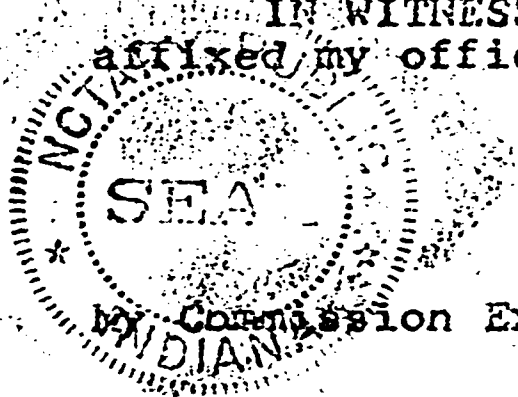
Attest: Frank M. Davis
Assistant Secretary
Frank M. Davis



STATE OF INDIANA }
COUNTY OF LAKE } SS:

Before me, A Notary Public in and for said County and State, this 29 day of July, 1970, personally appeared the above-named Victor A. Cison and Helen Sarkey Cison, formerly Helen Sarkey, husband and wife, and acknowledged the execution of the foregoing instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal.



Bernice J. Olszowski
Bernice J. Olszowski Notary Public

My Commission Expires: August 27, 1970

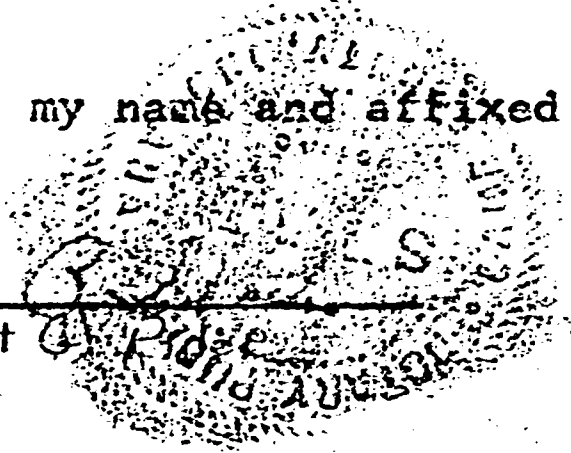
STATE OF INDIANA }
COUNTY OF LAKE } SS:

Before me, A Notary Public in and for said County and State, this 15th day of June, 1970, personally appeared L. I. Combs, Jr. and Frank M. Davis, known to me to be the President and Assistant Secretary, respectively, of Combs Realty Company, Inc., and Indiana corporation, and acknowledged the execution of the foregoing instrument for and on behalf of said corporation to be their free and voluntary act and deed and the free and voluntary act and deed of said corporation for the use and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Robert G. Pope
Notary Public Robert G. Pope

My Commission Expires: April 18, 1971



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STATE OF PENNSYLVANIA)

SS:

COUNTY OF PHILADELPHIA)

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Before me A Notary Public in and for said County and State this 29 day of June, 1970, personally appeared Alvin G. Cohen and Norman A. Krasch, personally known to me to be Trustees of the Pennsylvania Real Estate Investment Trust under Trust Indenture filed in the Office of the Secretary of State of Indiana on the 23rd day of March, 1965, and recorded in the Recorder's Office of Marion County, Indiana, as Instrument No. 65-22720 acting for and on behalf of all Trustees, and acknowledged the execution of the foregoing instrument for and on behalf of said Pennsylvania Real Estate Investment Trust to be their free and voluntary act and deed and thr free and voluntary act and deed of said Pennsylvania Real Estate Investment Trust for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



Elizabeth Sharp
Notary Public - Elizabeth Sharp

My Commission Expires: ELIZABETH SHARP
Notary Public, Philadelphia, Philadelphia County
My Commission Expires March 28, 1974



This Instrument was prepared by:

CHARLES E. D'ARSENTE
MERRILLVILLE (MARY) REMANS 26710