

*George E. Bloom  
6466 Hohmann  
Hammond, 46324*

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

**684255**

EASEMENT

This Agreement, entered into this 11th day of October, 1982, by GEORGE E. BLOOM and ELLAMARIE S. BLOOM, Husband and Wife, (First Party) and SAMUEL M. POZNANOVICH and JOANNE POZNANOVICH, Husband and Wife, (Second Party).

W I T N E S S E T H :

WHEREAS, First Party owns real estate commonly known as 8527 Magnolia Street, St. John, Indiana and more particularly described as follows:

*Key 12-53-2*

Lot Two (2), LANTERN WOODS ADDITION, UNIT 6, to the Town of St. John, as shown on the recorded plat thereof in Plat Book 42, page 50, in the Office of the Recorder of Lake County, Indiana; and

*12-38-1*

WHEREAS, Second Party owns real estate commonly known as 8545 Magnolia Street, St. John, Indiana, and more particularly described as follows:

*Key 12-53-3*

Lot Three (3), LANTERN WOODS ADDITION, UNIT 6, to the Town of St. John, as shown on the recorded plat thereof in Plat Book 42, page 50, in the Office of the Recorder of Lake County, Indiana; and

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
OCT 15 5 09 PM '82  
WILLIAM BIELSKI JR  
RECORDER

WHEREAS, for the mutual convenience of the parties, to save costs, to avoid damage to existing trees and for valuable consideration, First Party and Second Party desire to create and maintain a common sewer trench wherein the parties' respective sewer lines will be placed and maintained; and

WHEREAS, to accomplish the desired purposes, First Party desires to grant to Second Party an easement for the purposes expressed herein:

NOW THEREFORE, First Party, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration in hand paid to First Party, does hereby grant to Second Party an easement and right-of-way to install, maintain, repair, and replace a sewer line or lines which all necessary equipment, facilities, service pipes, lines and connections therefor, upon and under a strip of land owned by First Party and described as follows:

Beginning at a point on the southwest corner of Lot Two (2), LANTERN WOODS ADDITION, UNIT 6, to the Town of St. John as shown on the plat thereof in Plat Book 42, page 50, in the Office of the Recorder of Lake County, Indiana, thence ten (10) feet North to a point, thence, One Hundred Thirty-Five (135) feet East to a point, thence Ten (10) feet South to a point, thence One Hundred Thirty-Five (135) feet West to the point of beginning.

**FILED**

OCT 15 1982

*Lucie O. Thoms*  
AUDITOR LAKE COUNTY

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Any damage to the improvements of the First Party on said strip of land, or on the lands of the First Party adjoining said strip of land, done by the Second Party in the installation, maintenance, operation, repair, replacement or renewal of said sewer line or lines and the equipment and facilities connected therewith, shall be promptly paid for by the Second Party.

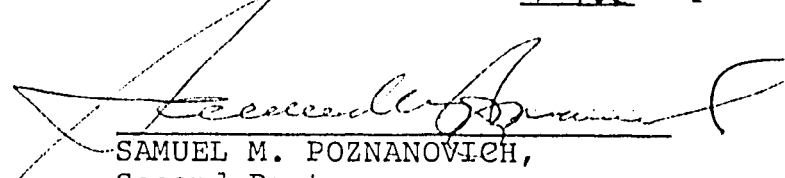
The First Party reserves the use of said strip of land not inconsistent herewith, but no building or structures shall be erected or placed on said strip of land by First Party.


The Second Party shall and will indemnify and save the First Party harmless from and against any and all damages, injuries, losses, claims, demands or costs proximately caused by the fault, culpability, or negligence of the Second Party in the installation, maintenance, operation, repair, replacement or renewal of said sewer line or lines and the equipment and facilities connected therewith, under said strip of land.

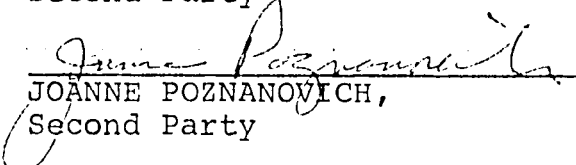
The undersigned First Party hereby covenants that they are the owners in fee simple of said strip of land, are lawfully seized thereof, and have good right to grant and convey said easement herein, and guarantee the quiet possession thereof; that the said strip of land is free from all encumbrances; and, that the First Party will warrant and defend the title to said easement against all lawful claims.

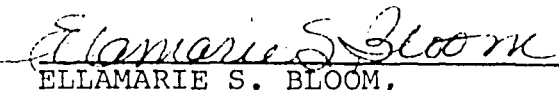
This easement and the covenants herein shall run with the land and be binding on the heirs, executors, administrators, grantees and assigns of the First Party and upon the heirs, executors, administrators, grantees and assigns of the Second Party.

IN WITNESS WHEREOF, the parties have duly executed this instrument this 14th day of October, 1982.

  
\_\_\_\_\_  
SAMUEL M. POZNANOVICH,  
Second Party

  
\_\_\_\_\_  
GEORGE E. BLOOM,  
First Party

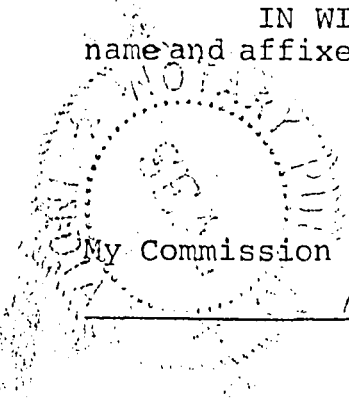
  
\_\_\_\_\_  
JOANNE POZNANOVICH,  
Second Party

  
\_\_\_\_\_  
ELLAMARIE S. BLOOM,  
First Party

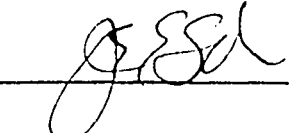
STATE OF INDIANA )  
COUNTY OF LAKE ) SS:

Before me, the undersigned Notary Public in and for said County and State, this 14th day of October, 1982 personally appeared GEORGE E. BLOOM, and ELLAMARIE S. BLOOM, Husband and Wife, and SAMUEL M. POZNANOVICH, and JOANNE POZNANOVICH, Husband and Wife, and acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein set forth.

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



My Commission Expires:  
12/7/85

  
\_\_\_\_\_  
Notary Public  
County of Residence: LAKE

This instrument prepared by George E. Bloom, Attorney-at-Law.

6460 HOTTMAN AVE  
HAMMOND, INDIANA