

*George E. Bloom
6468 Holman
Hammond 46324*

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

634256

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EASEMENT

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

W I T N E S S E T H :

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

Key 12-22-3
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

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

Key 12-22-2
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

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
OCT 15 09 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 purpose 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 with 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 Northwest corner of Lot Three (3), 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 sixteen (16) feet South to a point, thence, One Hundred Thirty-five (135) feet East to a point, thence sixteen (16) feet North to a point, thence One Hundred Thirty-five (135) feet West to the point of beginning.

FILED

OCT 15 1982

James 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.

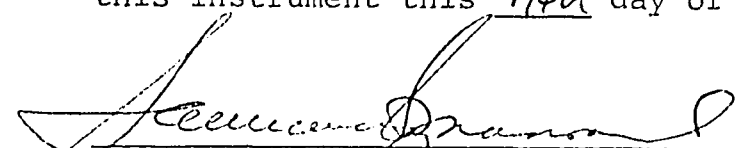
The First Party reserves the use of said strip of land not inconsistent herewith, but no building or structures shall be erected or placed on said strip of land by First Party.


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.

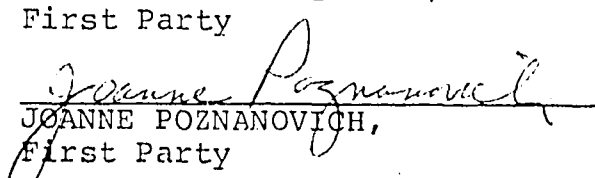
The undersigned First Party hereby covenants that they are the owners in fee simple of said strip of land, are lawfully seized thereof, and have good right to grant and convey said easement herein, and guarantee the quiet possession thereof; that the said strip of land is free from all encumbrances;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

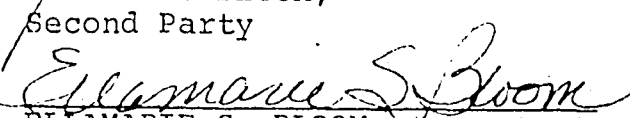
This easement and the covenants herein shall run with the land and be binding on the heirs, executors, administrators, grantees and assigns of the First Party and upon the heirs, executors, administrators, grantees and assigns of the Second Party.

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


SAMUEL M. POZNANOVICH,
First Party


GEORGE E. BLOOM,
Second Party


JOANNE POZNANOVICH,
First Party

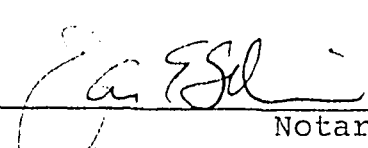

ELLAMARIE S. BLOOM,
Second Party

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 SAMUEL M. POZNANOVICH and JOANNE POZNANOVICH, Husband and Wife, (First Party) and GEORGE E. BLOOM and ELLAMARIE S. BLOOM, Husband and Wife, (Second Party), 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:


Notary Public
County of Residence: Lake

~~11/3/85~~ 11/27/85

This instrument prepared by George E. Bloom, Attorney-at-Law.
6860 HOTTUM AVENUE
HAMMOND, INDIANA