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Robert Leopold
9335 Colburne

FILED *Monster*

EASEMENT

SEP 15 1983

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James O. Thayer
AUDITOR LAKE COUNTY

THIS AGREEMENT Made on September 15, 1983, between KRISTIE
McCARLEY, (herein "GRANTOR"), and PAUL JARZEMBOWSKI and PATRICIA
JARZEMBOWSKI, husband and wife (herein "GRANTEES"), WITNESSETH:

1. The GRANTOR is the owner of the following described real
estate:

Unit 12 Key # 14-131-9

Lot 299 in Northgate 5th Addition to Dyer, as
shown in Plat Book 42, page 1, in Lake County,
Indiana, commonly known as 903 Harrison Avenue,
Dyer, Indiana,

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
SEP 15 2 22 PM '83
WILLIAM BIELSKI JR
RECORDER

which real estate adjoins the real estate of the GRANTEES on the
South.

2. The GRANTEES are the owners of the following described
real estate:

Lot 298 in Northgate 5th Addition to Dyer, as shown
in Plat Book 42, page 1, in Lake County, Indiana,
commonly known as 851 Harrison Avenue, Dyer,
Indiana,

which real estate adjoins the real estate of the GRANTOR on the
North.

NOW, THEREFORE, for and in consideration of the covenants and
agreements herein contained, and for and in consideration of One

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Dollar (\$1.00) paid by the parties to each other, the receipt of which is hereby acknowledged, IT IS MUTUALLY AGREED BY THE PARTIES AS FOLLOWS:

1. The GRANTOR grants and conveys to the GRANTEES an easement to locate, establish, lay, construct, and maintain a driveway, together with the full and free right for the GRANTEES, their visitors and licensees in common with all others having the like right for the purpose of ingress to and from the rear of any portion of the real estate owned by the GRANTEES over and upon the real estate owned by the GRANTOR and more particularly designated and described as follows:

The Northeasterly 2.5 feet by parallel lines of Lot 299 in Northgate 5th Addition to Dyer, as shown in Plat Book 42, page 1, in Lake County, Indiana.

2. The GRANTEES shall also have the right to construct, erect, and maintain a fence on the real estate designated and described in the immediately foregoing paragraph.

3. The GRANTEES, in exercising the easement granted herein, agree that they do so in a prudent and careful manner; they will maintain the driveway and fence in good repair at all times, and in the construction and maintenance thereof shall not cause any damage or injury to the property of the GRANTOR.

4. The GRANTEES shall have the right, at their own cost, to cut and trim trees or shrubbery which may encroach on the easement area.

5. The GRANTEES agree to indemnify the GRANTOR for any damage or injury the GRANTOR may sustain by reason of negligence of the GRANTEES, their contractors, agents, or employees in and

about any work, operation, or use in the exercise of the easement.

6. The covenants and agreements herein contained shall run with the land perpetually, and shall be binding upon the parties hereto, their heirs, devisees, personal representatives, grantees, and assigns.

^{RL}
Kristie McCarley
Kristie McCarley
"GRANTOR"

Paul Jarzembowski
Paul Jarzembowski
"GRANTEES"

Patricia Jarzembowski
Patricia Jarzembowski
"GRANTEES"

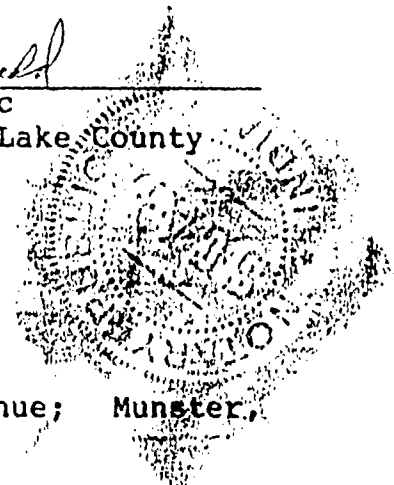
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on September 15, 1983, personally appeared ^{RL} KRISTIE McCarley ("GRANTOR") and PAUL JARZEMBOWSKI and PATRICIA JARZEMBOWSKI, husband and wife ("GRANTEES"), and acknowledged the execution of the foregoing Easement.

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

Robert B. Leopold
Notary Public
Resident of Lake County

My Commission Expires:
9/12/85



Prepared By: Robert B. Leopold; 9335 Calumet Avenue; Munster, Indiana 46321
219/836-8400