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JOINT MAINTENANCE AND PARKING EASEMENT

LAWYER TITLE INS. CO.
7205
M...
#35-404-24

THIS AGREEMENT, made and entered into this 31st day of January, 1984, by and between MICHAEL M. SAKS AND SYDNEY SAKS, first party, and MICHAEL SAKS AND JAMES A. HARRIS, second party.

WITNESSETH: WHEREAS, first party is desirous of granting a parking easement on a portion of their property, more particularly described as: THE NORTH 28.7 FEET OF THE EAST 22 FEET OF THE SOUTH 35.75 FEET OF LOT 1, CHARLES McLAUGHLIN ADDITION TO HAMMOND, AS SHOWN IN PLAT BOOK 30, PAGE 58, LAKE COUNTY, INDIANA; and

WHEREAS, a second party is the owner of a certain parcel of property more particularly described as: THE NORTH 38 FEET OF LOT 1, CHARLES McLAUGHLIN ADDITION TO HAMMOND, AS SHOWN IN PLAT BOOK 30, PAGE 58, LAKE COUNTY, INDIANA.

WHEREAS, it is desirable that various rights and interest of the parties hereinto in and to the use and maintenance of said parking easement be settled so as to avoid disputes and controversies.

NOW, THEREFORE, in consideration of the premises the parties do hereby agree as follows:

1. The first party hereby grants unto the second party a non-exclusive parking easement over and across that part of their premises as described above.
2. The second party shall have the right to use said parking easement for automobiles, motorcycles and less than 1-ton trucks, as it, its lessees or invitees may from time to time need to service their parcel. This easement shall not grant to the second party, its lessees or invitees the right to park or store commercial vehicles or commercial equipment.
3. If it shall hereafter become necessary or desirable to rebuild or resurface in whole or any parts of said easement the expense of such repairing or resurfacing shall be borne equally by the parties hereto.
4. Second party hereto does not now have or claim to have or will hereafter claim to have either by prescription, adverse possession, with or without color of title, or otherwise, any title to that part of said lot subject to the parking easement.

This agreement shall inure to the benefit of and be binding upon the successors, assigns, heirs, executors, administrators and assigns of the first and second parties.

IN WITNESS WHEREOF, the parties have hereunto caused to be set their hands and seals the day and year first above written.

FIRST PARTY:

SECOND PARTY:

Michael M. Saks
MICHAEL M. SAKS

Michael M. Saks
MICHAEL SAKS

Sydney Saks
SYDNEY SAKS

James A. Harris
JAMES A. HARRIS

STATE OF INDIANA, LAKE COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said county and state, this 31st day of January, 1984, personally appeared: the First Party and the Second Party, and acknowledged the execution of the foregoing document. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 9-7-87

Resident of Lake County

Joyce K. Koch
NOTARY PUBLIC
Joyce K. Koch

FILED

FEB 23 1984

This instrument prepared by *Frank Antonovitz* ANTONOVITZ, ATTORNEY-AT-LAW
AUDITOR LAKE COUNTY

1121

10/2/86