

#5, 0004492-00

K-55191

RONALPH CLAY, RECORDER

JAN 1 11 05 PM '85

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

CHICAGO TITLE INSURANCE COMPANY

786963

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS that Lake County Trust Company, as Trustee under the provisions of a Trust Agreement dated May 1, 1962, and known as Trust No. 887, herein called the "Grantor", in consideration of the receipt of One Dollars (\$1.00) in hand paid to the Grantor, the receipt of which is hereby acknowledged, hereby grants to Jack J. Mednick and Shyrlee Mednick, Trustees under the provisions of a Trust Agreement, dated January 17, 1983, and known as the Jack J. Mednick Trust, herein called the "Grantees", and their beneficiaries, successors and assigns, and those claiming by, through or under them, such as lessees and the customers, employees and business invitees of such lessees, the non-exclusive right to use the West 22.5 feet and the East 7.5 feet of the following described real property for the purpose of parking and all of said real property for the purpose of pedestrian and vehicular passage and maintaining a certain existing encroachment, to-wit:

Beginning at a point on the North line of Lot 1 in Block "I", in Dunes Highway Realty Co's 2nd Subdivision, as shown in Plat Book 20, page 11, in Lake County, Indiana, which point is 2.08 feet West of the East line of said Lot 1 (said North line of said Lot 1 also being the South line of U.S. Highway #20); thence South parallel with the East line of said Lot 1 extended South to the South line of Lot 14 in said Block "I"; thence West along the South line of said Lot 14 and along said line extended West a distance of 60 feet more or less to a point 20 feet West of the East line of vacated Henry Street; thence North parallel to the East line of said Henry Street to the South line of the said U.S. Highway #20; thence Easterly along the South line of said U.S. Highway #20 to the point of beginning.

(herein called the "Servient Tenement").

The Servient Tenement and other real property owned by Grantor constitute a shopping center known as the 12-20 Shopping Plaza, which is located immediately to the West and South of two contiguous parcels of real property presently owned by the Grantees, which parcels of real property are described as follows, to-wit:

*Key
for Key
& Key*
12-20
encroachment on
42-220-25
42-222-2
42-222-48

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Lucille O. Priddy
AUDITOR LAKE COUNTY

ct
11.50

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Key 42-222-7
Lots 2, 3 and 4; also the Easterly 2.08 feet of Lot 1; also Lot 5, except that part lying East of a line which is 24.39 feet East of and parallel with the West line of said original Lot 5, together with the vacated part of alley lying between Lots 4 and 5, being designated as Alley 61 East, all in Block "I", in Dunes Highway Realty Co's 2nd Subdivision, as shown in Plat Book 20, page 11, in Lake County, Indiana, subject to that part of said above lots lying in Melton Road (U.S. Highway #20)

Key 42-222-47
Also a part of vacated alley lying South of Lots 1, 2, 3, 4 and 5 (designated as Alley 8A South), a part of vacated alley (designated as Alley 61 East), and parts of certain Lots all in Block "I", Dunes Highway Realty Co's 2nd Subdivision, as shown in Plat Book 20, page 11, in Lake County, Indiana, more particularly described as follows: Commencing at the intersection of the South line of original Lot 5 and a line 24.39 feet East of and parallel with the West line of said original Lot 5; thence Southwesterly along the original South lines of Lots 5, 4, 3, 2 and 1 to a point on the West line of the East 2.08 feet of Lot 1; thence South parallel with the East line of Lot 1 extended South to the South line of Lot 14; thence East along the South line of Lot 14, along the South line of Lot 14 extended East across vacated Alley 61 East, and along the South line of Lot 33 to its intersection with a line which is 24.39 feet East of and parallel with the West line of said Lot 5 extended South; thence North on said line and parallel with the West lines of Lots 33, 32, 31, 30, 29, 28, 27 and 5 to the point of beginning.

(herein collectively called the "Dominant Tenement").

The above described non-exclusive right granted to Grantees is to be used in common with the Grantor, the lessees in occupancy of said 12-20 Shopping Plaza from time to time, and the customers, employees and business invitees of such Grantor and lessees.

No fence, building or other structure of either a permanent or temporary nature shall be placed on the Servient Tenement; provided, however, that Grantor hereby expressly consents to the encroachment which currently exists on the Servient Tenement as depicted in that certain Plat of Survey dated November 19, 1980, and revised May 15, 1981, as prepared by Shapiro-Murray & Associates of St. John, Indiana, and certified by Donald A. Shapiro, L.S., which Plat of Survey is incorporated herein by reference and made a part hereof.

The easement granted herein is for the benefit of the present and future owners of the Dominant Tenement, together with those

claiming by, through or under them as above described, and is therefore appurtenant to the Dominant Tenement.

The Servient Tenement is presently paved. Grantor reserves the right to repair, maintain and/or replace said paving and the right to remove snow and ice therefrom, but shall have no duty to do so. If the Grantor does repair, maintain and/or replace said paving or does remove snow or ice therefrom at any time or from time to time in the future, it shall have no right to reimbursement for all or any of the cost thereof from the Grantees, their beneficiaries, successors or assigns or those claiming by, through or under them as previously described herein.

The Grantees shall have the right to repair, maintain and/or replace said paving presently located on the Servient Tenement and the right to remove snow and ice therefrom, but shall have not duty to do so. If the Grantees do repair, maintain and/or replace said paving or do remove snow or ice therefrom at any time or from time to time in the future, they shall have no right of reimbursement for all or any of the cost thereof from the Grantor, its beneficiaries, successors or assigns or any person claiming by, through or under the Grantor.

The Grantor reserves the right to clean the Servient Tenement, but shall have no duty to do so. If the Grantor does clean the Servient Tenement at any time or from time to time in the future, it shall have no right of reimbursement for all or any of the cost thereof from the Grantees, their beneficiaries, successor or assigns or those claiming by, through or under them as previously described herein.

The Grantees shall have the right to clean the Servient Tenement and also the duty to do so to the extent its use by the Grantees and/or those claiming by, through or under them as previously described herein result in the Servient Tenement being unclean.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein as the Servient Tenement, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trust Company, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed by and attested by its duly authorized officers and its corporate seal to be hereunto affixed this _____ day of _____, 1984.

LAKE COUNTY TRUST COMPANY, as
Trustee under Trust No. 887,

By: SEE SIGNATURE PAGE ATTACHED

ATTEST:

By: SEE SIGNATURE PAGE ATTACHED

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____ and _____, the _____ and _____, respectively of Lake County Trust Company, and acknowledged the execution of the foregoing Easement to be their free and voluntary act and deed, acting for such corporation, as Trustee.

WITNESS my hand and notarial seal, affixed this _____ day of _____, 1984.

SEE SIGNATURE PAGE ATTACHED

Notary Public
Resident of Lake County, Indiana

My Commission Expires:

This instrument prepared by John O. Stiles, Attorney at Law,
8585 Broadway, Suite 780, Merrillville, Indiana 46410

