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COMMON DRIVEWAY AGREEMENT

Comes now Charles E. Daugherty, pursuant to a written Power of Attorney, and acting as attorney-in-fact for Hester Courtright, Ann Utely, Mary Ellen Daugherty Adams and James E. Daugherty, (hereinafter collectively referred to as "Daugherty") and Frank J. Yukon and Judith Yukon, Husband and Wife, (hereinafter referred to as "Yukon"), and state as follows:

RECORDING DEPARTMENT
CROWN POINT, INDIANA

1. That the parties have since October 11, 1955, continuously and exclusively used a certain parcel of land for a common and shared driveway, said parcel being the South 11 feet of the West 130.0 feet of the Yukon parcel and the North 2 feet of the West 130.0 feet of the Daugherty realty.

2. That the parties hereto intend that said common and shared driveway continue to be used as a common and shared driveway for the benefit of the parties, their heirs, assigns and purchasers, and that this Agreement shall be binding upon the heirs and assigns of any party hereto with the land and attach thereto for the mutual benefit of the owners of the respective parcels of real property.

RICHARD J. BEASTICK
RECORDER, LAKE COUNTY
CROWN POINT, INDIANA 46307
LAKE COUNTY
STATE OF INDIANA
FILED FOR RECORDING
FEB 25 9 09 AM '87

3. That the parties hereto agree that the owners shall share equally in the maintenance expense of such driveway and such Agreement shall be binding upon the heirs and assigns of any party hereto.

4. That each party warrants to the other and the heirs, assigns and purchasers from such party that access and use of such parcel as a common driveway shall not be interfered with by the other, or their heirs and assigns.

5. That the following parcels are both benefited and burdened by the existence of such driveway easement:

FILED

FEB 23 1987

Parcel A

Part of the Northeast 1/4 of the Southwest 1/4 of Section 8, Township 34 North, Range 8 West of the 2nd Principal Meridian, in the City of Crown Point, Lake County, Indiana, described as follows:

Anna N. Antos
AUDITOR LAKE COUNTY

9-352-47

9-352-43

1210 7.00
+ 1

Commencing at a point 264 feet West and 167 1/2 feet North of the Southeast corner of said quarter quarter of Section 8, said point of commencement being at the Southeast corner of a certain tract of land conveyed to Bruce by Deed from Hildebrant, recorded in Deed Record 139, page 493; thence South 75 feet; thence West, parallel to and 75 feet South of the South line of said Bruce lot, to the center of Court Street; thence Northeast, along the center of Court Street, to a point due West of the point of commencement and to the Southwest corner of said Bruce lot; thence East, along the South line of said Bruce lot, to the place of beginning; also, part of the Northeast 1/4 of the Southwest 1/4 of Section 8, Township 34 North, Range 8 West of the 2nd Principal Meridian described as follows: Commencing at a point 4 chains West of the Southeast corner thereof; thence North 92 1/2 feet to the Southeast corner of land heretofore deeded to Daugherty by deed recorded in Deed Record 142 page 455; thence West, along the South line of said Daugherty tract, 12 feet; thence South 92 1/2 feet; thence East 12 feet to the place of beginning, in the City of Crown Point, Lake County, Indiana.

Parcel B:

A part of the Northeast Quarter (NE 1/4) of the Southwest Quarter, (SW 1/4) of Section Eight (8), Township Thirty-four (34) North, Range Eight (8) West of the Second Principal Meridian, Commencing at a point 4 chains West and 3.75 chains North of the Southeast corner of said Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4), run thence West 3.79 chains to the center of Court Street, thence Southwesterly along the center of said tract 80 feet, thence run due East to a point directly South of the place of beginning, thence North to the place of beginning.

6. That the legal description of said common driveway is as follows:

The South 11 feet of the West 130 feet of Parcel B and the North 2 feet of the West 130 feet of Parcel A, both of said parcels being described above.

7. In the event of a violation of this Agreement the party prevailing in any ensuing litigation shall be entitled to recover, in addition to any other relief granted, reasonable attorney fees, costs and expenses.

This Agreement and Grant of Easement for driveway purposes is made this 3rd day of February, 1987.

Charles E. Daugherty
Charles E. Daugherty, Attorney-in-Fact

Frank J. Yukon
Frank J. Yukon
Judith Yukon
Judith Yukon

Attch

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Charles E. Daugherty, Attorney-in-fact for and on behalf of Hester Courtright, Ann Utley, Mary Ellen Daugherty Adams, and James E. Daugherty joint tenants and acknowledged the execution of the attached and foregoing Common Driveway Agreement this 3rd day of February, 1987.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and date first above written.

Bernice J. Olszowski

Notary Public Bernice J. Olszowski
Resident, Lake County, Indiana

My commission expires
August 27, 1990

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Frank J. Yukon and Judith Yukon, husband and wife, and acknowledged the execution of the attached and foregoing Common Driveway Agreement this 3rd day of February, 1987.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and date first above written.

Stephen M. Brennan

Notary Public *Stephen M. Brennan*
Resident, Lake County, Indiana

My commission expires
9/11/87

This instrument was prepared by: Charles E. Daugherty Attorney at Law

