

Theodoros, Anderson + Jauber
404 E 86th Ave, Merrillville, IN
0-4220

C-426617 LP

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EASEMENT AGREEMENT

This Easement Agreement dated this 29 day of December, 1986, by and between GARY NATIONAL BANK, now known as GAINER BANK, a National Banking Association as Trustee under the provisions of a trust agreement dated the 28th day of June, 1979, known as Trust No. P-5911, sometimes hereinafter designated as "Grantor", and DAVID B. ANDERSON and DEBORAH B. ANDERSON, husband and wife, sometimes hereinafter designated as "Grantees";

FILED

WITNESSETH:

WHEREAS, Grantor owns and has title to certain real estate located in Lake County, Indiana on which a sanitary sewer and a paved access for ingress and egress are located, which is described as follows:

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Chicago Title Insurance Co.
AUDITOR LAKE COUNTY

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

The North 15 feet (by Perpendicular Measurement) of the following described parcel of land:

A part of Lot 1, Southlake Industrial Park as recorded in plat book 47, page 70, in the office of the recorder of Lake County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of Section 27, Township 35 North, Range 8 West of the 2nd P.M., thence N. 00 degrees 38'58" W. along the East line of said Section 27, 1325.32 feet to the centerline of 91st Avenue; thence S. 89 degrees 42'07" W. along said centerline, 848.63 feet to the centerline of Louisiana Street; thence S. 00 degrees 38'58" E. along said centerline 74.00 feet; thence S. 89 degrees 21'02" W., 30.00 feet to the West right-of-way line of said Louisiana Street, the point of beginning; thence continuing S. 89 degrees 21' 02" W., 450.38 feet to the easterly right-of-way line of interstate highway N degrees 65; thence northerly along said easterly right-of-way, along a circular curve which is convex to the east, whose radius = 23,035 feet, tangent = 65.04 feet, deflection angel = 00 degrees 19' 24", 130.00 feet along said curve; thence N. 89 degrees 21' 02" E., 450.97 feet to the west right-of-way line of Louisiana Street; thence S. 04 degrees 35' 35" E. along said Right-of-way Line 57.14 feet; thence continuing along said right-of-way line S. 00 degrees 38'58" E., 73.00 feet to the point of Beginning.

which real estate is hereinafter sometimes described as "Easement Parcel".

WHEREAS, Grantees contemporaneously herewith are purchasing the following described parcel from Grantor:

A part of Lot 1, Southlake Industrial Park an Addition to the Town of Merrillville, as shown in Plat Book 47, page 70, in the Office of the Recorder of Lake county, Indiana, more particularly described as follows: Commencing at the Southeast corner of Section 27, Township 35 North, Range 8 West of the 2nd P.M., thence North 00 degrees 38 minutes 58 seconds West, along the

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RICHARD J. BLASTICK
RECORDER, LAKE COUNTY
CROWN POINT, INDIANA 46307
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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East Line of said Section 27, 1325.32 feet to the centerline of 91st Avenue; thence South 89 degrees 42 minutes 07 seconds West along said centerline, 848.63 feet to the centerline of Louisiana Street; thence South 00 degrees 38 minutes 58 seconds East, along said centerline, 74.00 feet; thence South 89 degrees 21 minutes 02 seconds West 30.00 feet to the West right of way of said Louisiana Street; thence North 00 degrees 38 minutes 58 seconds West along said West right of way line 73.00 feet; thence continuing along said West right of way line North 04 degrees 35 minutes 35 seconds West 57.14 feet to the point of beginning; thence South 89 degrees 21 minutes 02 seconds West 450.97 feet to the Easterly right of way of Interstate Highway No. 65; thence Northerly along said Easterly right of way along a circular curve which is convex to the East, whose radius = 23,035 feet, TANGENT = 57.79 feet, deflection angle = 00 degrees 17 minutes 15 seconds, 115.58 feet along said curve, thence North 85 degrees 24 minutes 25 seconds East, 446.25 feet to said West right of way line of Louisiana Street, thence South 04 degrees 35 minutes 35 seconds East along said West right of way line, 146.44 feet to the point of beginning.

and desire and need an easement from Grantor for the sanitary sewer and an access easement for ingress and egress to the South of the property being purchased by the Grantees and extending to Louisiana Street over the real estate herein described as "Easement Parcel".

NOW, THEREFORE, for good and valuable consideration and the mutual covenants and promises contained herein, it is agreed as follows:

1. Easement. GARY NATIONAL BANK, now known as GAINER BANK, a National Banking Association as Trustee under the provisions of a trust agreement dated the 28th day of June, 1979, known as Trust No. P-5911, Grantor, does hereby grant, assign, convey and set over to DAVID B. ANDERSON and DEBORAH B. ANDERSON, husband and wife, Grantees, a perpetual easement for sanitary sewers in, under, over, above and across the real estate, the legal description of which is described herein as "Easement Parcel". In addition, Grantor grants, assigns, conveys and sets over onto Grantees an easement for ingress and egress over and across the real estate, the legal description of which is heretofore described as "Easement Parcel".

2. Uses. Grantees are granted a perpetual easement for sanitary sewer purposes for use in inspecting, maintaining,

replacing and repairing any sanitary sewer located thereon. In addition Grantees shall have an access easement for ingress and egress from Louisiana Street for all vehicular traffic and pedestrian use incident to the ownership of the parcel which Grantees are purchasing from Grantor.

3. Non-Exclusive Easement. The access easement granted by the Grantor to the Grantees herein is not exclusive. The Grantor herein reserves the right to grant a similar easement for access of ingress and egress from Louisiana Street over the parcel for the benefit of other parties including the Grantor.

4. Term. The parties hereto their heirs, executors, administrators, successors, and assigns shall have and hold said easement forever according to the terms and conditions contained herein. It is intended by the parties to this easement that said covenants shall run with the land and not be construed as a personal easement.

5. Exculpatory Clause. The Grantor is executing this Agreement pursuant to the terms of the exculpatory clause which is attached hereto, made a part hereof, and marked Exhibit "A".

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement the date and year first above written.

THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 28 day of June, A.D. 1979, creating Trust # P-5911; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the GAINER BANK, NATIONAL ASSOCIATION, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the GAINER BANK, NATIONAL ASSOCIATION, on account hereof, or on account of any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

replacing and repairing any sanitary sewer located thereon. In addition Grantees shall have an access easement for ingress and egress from Louisiana Street for all vehicular traffic and pedestrian use incident to the ownership of the parcel which Grantees are purchasing from Grantor.

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IN WITNESS WHEREOF, the parties have hereunto executed this Agreement the date and year first above written.

GRANTOR:

GARY NATIONAL BANK, now known as GAINER BANK, a National Banking Association as Trustee under the provisions of a trust agreement dated the 28th day of June, 1979, known as Trust No. P-5911

By: K. J. Ryan K. J. RYAN
Vice President & Trust Officer

Attest: N. E. Andrews
N. E. ANDREWS
Assistant Cashier

GRANTEE:

David B. Anderson
DAVID B. ANDERSON
Deborah B. Anderson
DEBORAH B. ANDERSON

