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APR 28 1988

EASEMENT GRANT

Return to:
Nobles, Davis & Guenbery,
Computon & Sayce
Attn: Louis J. Generalis, atty.
5525 Broadway
Merrillville, IN 46410

Co-139507-8

Amey P. Lator
This Easement Grant is made between HOBART TOWNSHIP SCHOOL BUILDING CORPORATION (hereinafter referred to as the "Grantor"), and RIVER FOREST SCHOOL BUILDING CORPORATION (hereinafter referred to as the "Grantee").

The following recitals of fact are a material part of this instrument:

A. The Grantor is the owner of a tract of land in Lake County, Indiana described as follows and hereafter referred to as Tract 1:

(Legal Description As Per Exhibit 1 Attached Hereto)

B. The Grantee is the owner of a tract of land in Lake County, Indiana described as follows and hereafter referred to as Tract 2:

(Legal Description As Per Exhibit A Attached Hereto)

C. The Grantor wishes to grant and the Grantee wishes to receive an easement over, under and across that part of Tract described as follows and hereafter referred to as "The easement premises": All existing sidewalks, roadways, paths, hallways, passageways and all open, unimproved property of Tract 2.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, easements, and covenants and restrictions are made:

1. Grant of Easement. The Grantor hereby grants to the Grantee, its successors and assigns, an easement appurtenant to Tract 2, a perpetual easement for ingress and egress over, under and across the easement premises and for any and all service lines, water, electrical and gas and sewer lines necessary for the use of the premises and connecting the same to public service lines and for installation and maintenance of footings and overhanging eaves outside the perimeter of the property.

2. Use of the Easement Premises. Use of the easement premises is not confined to the present uses of Tract 2, or any buildings thereon. Exclusive use of the easement premises is not hereby granted. The right to use the easement premises, likewise for ingress or egress, is expressly reserved by the Grantor.

TICOR TITLE INSURANCE
Crown Point, Indiana

RECORDS & RECORDS
CROWN POINT, INDIANA 46300
LILLIAN A. BLASTICK

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STATE OF INDIANA/S.S. NO.
LAKE COUNTY
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Handwritten initials and date

3. Additions to Dominant Tenement. Said easement is also appurtenant to any land that may hereinafter come into common ownership with Tract 2 aforesaid and that is contiguous to Tract 2. An area physically separated from Tract 2, but having access thereto by means of public ways or private easements, rights or licenses is deemed to be contiguous to Tract 2.

4. Division of Dominant Tenement. If Tract 2 is hereafter divided into two parts by separation of ownership or by lease, both parts shall enjoy the benefit of the easement hereby created. The dominant tenement may be divided into more than two parts.

5. Warranties of Title. Grantor warrants that he has good and indefeasible fee simple title to the easement premises, subject only to the following permitted title objections:

All easements, covenants, assessments and restrictions now of record.

6. Title Insurance and Escrow. Should Grantee so desire, he may apply forthwith for a title insurance policy insuring the easement hereby granted and Grantor will make available for inspection by the title company any evidence of title in his possession.

7. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the successors, assigns and tenants of the parties hereto.

8. Termination of Covenant Liability. Whenever a transfer of ownership of either tract takes place, liability of the transferor for breach of covenant occurring thereafter automatically terminates except that the Grantor herein remains liable to breaches of covenant of title set forth in paragraph 5.

9. Attorney's Fees. Either party may enforce this instrument by appropriate action and should it prevail in such litigation, it shall recover as part of its costs a reasonable attorney's fee.

10. Construction. The rule of strict construction shall not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment on the Grantee is carried out.

11. Notice. Grantor's address is 5525 Broadway, Merrillville, Indiana, and Grantee's address is 5525 Broadway, Merrillville, Indiana. Either party may lodge written notice

of change of address with the other. All notices shall be sent by U. S. Mail to the addresses provided for in this paragraph and shall be deemed given when placed in the mail. The affidavit of the person depositing the notice in the U. S. Post Office receptacle shall be evidence of such mailing.

12. Release of Easement. The Grantee herein may terminate this instrument by recording a release in recordable form with directions for delivery of same or to Grantor at his last address given pursuant hereto whereupon all rights, duties and liabilities hereby created shall terminate. For convenience such instrument may run to "the owner or owners and parties interested" in Tract 1.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Easement Grant this 27th day of April, 1988.

GRANTOR: HOBART TOWNSHIP SCHOOL BUILDING CORPORATION

BY: Curtis Jones
CURTIS JONES, PRESIDENT

ATTEST:

Hazel Forster
HAZEL FORSTER, SECRETARY

GRANTEE: RIVER FOREST SCHOOL BUILDING CORPORATION

BY: Shirley Wiggins
SHIRLEY WIGGINS, PRESIDENT

ATTEST:

Beatrice Olkoski
BEATRICE OLKOSKI, SECRETARY

This Instrument Prepared By: Louis C. Zeheralis, Attorney at Law
5525 Broadway, Merrillville, IN 46410

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STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said state and county, personally appeared Curtis Jones and Hazel Forster, President and Secretary respectively, and acknowledged execution of the foregoing instrument this 27th day of April, 1988.


Hazel J. Gardin, Notary Public

My commission expires: 5-12-89

County of Residence: Lake

EXHIBIT 1

The following described real estate located in Lake County, State of Indiana, to-wit:

Part of the East 1/2 of Section 24, Township 36 North, Range 8 West of the 2nd P. M., more particularly described as follows: Beginning at a point on the East line of said Section 24 and 61.28 feet North of the Southeast corner of the Northeast quarter thereof; thence West at right angles a distance of 204.3 feet; thence South at right angles a distance of 16'-0"; thence West at right angles a distance of 187'-0"; thence North at right angles a distance of 155'-0"; thence West at right angles a distance of 164'-2"; thence South at right angles a distance of 236'-4"; thence East at right angles a distance of 61'-10"; thence North at right angles a distance of 4'-0"; thence East at right angles a distance of 24'-8"; thence South at right angles a distance of 4'-0"; thence East at right angles a distance of 113'-10"; thence South at right angles a distance of 10'-8"; thence East at right angles a distance of 14'-0"; thence North at right angles a distance of 10'-8"; thence East at right angles a distance of 136'-10"; thence South at right angles a distance of 36'-5"; thence East at right angles a distance of 204.30 feet to the East line of said Section 24; thence North a distance of 133.77 feet to the point of beginning, containing 1.866 acres more or less.

EXHIBIT A - LEGAL DESCRIPTIONS

Parcel #1:

Part of the NE 1/4 Section 24, Township 36 North, Range 8 West of the 2nd P.M., described as follows: Commencing at the Southeast corner of the NE 1/4 of said Section 24; thence North $88^{\circ}48'00''$ West 214.86 feet; thence North $00^{\circ}06'54''$ West, 268.81 feet to the point of beginning of this described parcel; thence South $89^{\circ}54'44''$ West, 96.65 feet more or less to a point on the wall of the Library and Theater building; thence Northerly along a curve to the left with a radius of 51.67 feet for a distance of 39.66 feet to the East side of a North-South wall; thence North $00^{\circ}06'54''$ West, 77.4 feet more or less to the South wall of an East-West corridor; thence North $89^{\circ}53'06''$ East, 156.0 feet more or less along said corridor wall and said wall extended to an extension of the West wall of a North-South corridor; thence South $00^{\circ}06'54''$ East, 34 feet more or less to an East-West wall; thence South $89^{\circ}53'06''$ West 18 feet more or less to a North-South wall; thence South $00^{\circ}06'54''$ East, 28 feet, more or less to an East-West wall; thence South $89^{\circ}53'06''$ West, 25.91 feet to a North-South wall; thence South $00^{\circ}06'54''$ East, 50.93 feet more or less to the point of beginning.

Parcel #2:

Part of the SE 1/4 Section 24, Township 36 North, Range 8 West of the 2nd P.M., described as follows: Commencing at the Northeast corner of the SE 1/4 of said Section 24; thence North $88^{\circ}48'00''$ West, 520.19 feet; thence South $00^{\circ}15'13''$ West, 120.40 feet to the point of beginning of this described parcel; thence South $89^{\circ}44'47''$ East, 27.67 feet; thence South $00^{\circ}15'13''$ West, 103.7 feet; thence North $89^{\circ}44'47''$ West, 27.67 feet; thence North $00^{\circ}15'13''$ East, 103.7 feet to the point of beginning.

Parcel #3:

Part of the SE 1/4 Section 24, Township 36 North, Range 8 West of the 2nd P.M., described as follows: Commencing at a point on the East line of the SE 1/4 of said Section 24 and 480.58 feet South of the Northeast corner thereof; thence South $89^{\circ}51'03''$ West, 611.37 feet to the point of beginning of this described parcel; thence continuing South $89^{\circ}51'03''$ West, 136.0 feet; thence North $00^{\circ}21'37''$ East, 318.31 feet; thence South $89^{\circ}54'41''$ West, 119.04 feet; thence North $00^{\circ}21'37''$ East, 171.0 feet; thence North $89^{\circ}54'41''$ East, 240.00 feet; thence South $00^{\circ}05'19''$ East, 44.00 feet; thence North $89^{\circ}54'41''$ East, 14.7 feet; thence South $00^{\circ}21'37''$ West, 445.17 feet to the point of beginning.

Parcel #4:

Part of the SE 1/4 Section 24, Township 36 North, Range 8 West of the 2nd P.M., described as follows: Commencing at a point on the East line of the SE 1/4 of said Section 24 and 480.58 feet South of the Northeast corner thereof; thence South $89^{\circ}51'03''$ West, 60.79 feet to the point of beginning of this described parcel; thence South $00^{\circ}04'56''$ West, 346.96 feet; thence North $88^{\circ}53'42''$ West, 598.56 feet; thence North $00^{\circ}01'15''$ West, 333.86 feet; thence North $89^{\circ}51'03''$ East, 599.07 feet to the point of beginning.

Parcel #5:

Part of the SE 1/4 Section 24, Township 36 North, Range 8 West of the 2nd P.M., described as follows: Commencing at a point on the East line of the SE 1/4 of said Section 24 and 828.89 feet South of the Northeast corner thereof; thence North $88^{\circ}53'42''$ West, 802.25 feet; thence North $34^{\circ}42'24''$ East, 34.49 feet to the point of beginning of this described parcel; thence continuing North $34^{\circ}42'24''$ East, 50 feet to a metal building; thence North $55^{\circ}17'36''$ West along said building, 30.18 feet; thence South $34^{\circ}42'24''$ West, 50.00 feet; thence South $55^{\circ}17'36''$ East, 30.18 feet to the point of beginning.

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