

032740

GRANT OF DRIVEWAY AND UTILITY EASEMENTS

THIS AGREEMENT made this 16th day of March, 1990, by and between JOSEPH N. EISMIN, JR. and MARY LOU EISMIN (hereinafter referred to in the singular as the "Grantor") and LAWRENCE VIERS and THOMAS A. NIMTZ (hereinafter referred to in the singular as the "Grantee").

STATE OF INDIANA/S.S. NO. LAKE COUNTY FILED FOR RECORD APR 3 8 41 AM '90 ROBERT J. GIBSON RECORDER AND

WITNESSETH:

WHEREAS, the Grantor is the owner of the following described real property: Lot 2 of the Eismin Addition to the Town of Munster, Lake County, Indiana, hereinafter referred to as the "Servient Tenement"; and *recorded in Plat Book 68 page 11 in the Office Of the Lake County Recorder

WHEREAS, the Grantee is the owner of the following described real property: Lot 1 of the Eismin Addition to the Town of Munster, Lake County, Indiana, hereafter referred to as the "Dominant Tenement"; and

WHEREAS, the Grantee desires to acquire certain rights in the Servient Tenement.

FILED

IT IS THEREFORE AGREED:

MAR 30 1990

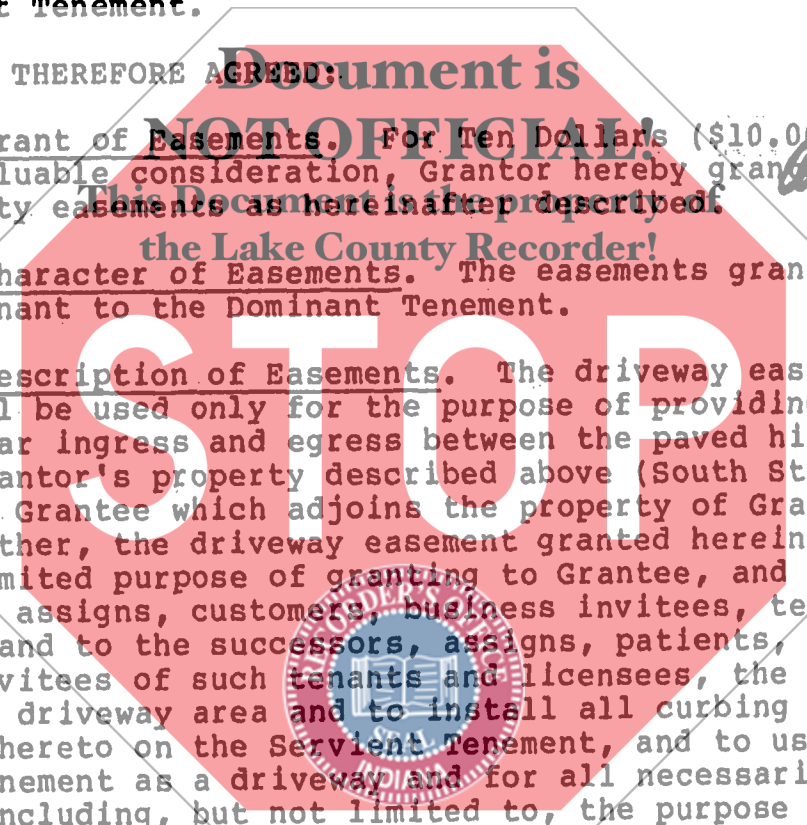
I. Grant of Easements. For Ten Dollars (\$10.00) and other good and valuable consideration, Grantor hereby grants to Grantee in perpetuity easements as hereinafter described.

II. Character of Easements. The easements granted herein are appurtenant to the Dominant Tenement.

III. Description of Easements. The driveway easement granted herein shall be used only for the purpose of providing pedestrian and vehicular ingress and egress between the paved highway lying south of Grantor's property described above (South Street) and the property of Grantee which adjoins the property of Grantor to the north. Further, the driveway easement granted herein is for the sole and limited purpose of granting to Grantee, and its successors, assigns, customers, business invitees, tenants and licensees, and to the successors, assigns, patients, customers and business invitees of such tenants and licensees, the right to construct a driveway area and to install all curbing and paving necessary thereto on the Servient Tenement, and to use the Servient Tenement as a driveway and for all necessarily incidental purposes, including, but not limited to, the purpose of allowing passage and ingress to, and egress from the southerly portion of the Dominant Tenement over, upon and through the Servient Tenement. The utility easement granted herein shall be used only for the continuance, construction, operation, repair, replacement, maintenance, addition or removal of systems of communication, storm and sanitary waste disposal system and water systems between the paved highway lying south of Grantor's property described above (South Street) and the property of Grantee which adjoins the property of Grantor to the north.

IV. Location. The driveway easement granted herein is located on that strip of property located along the entire eastern boundary of the Servient Tenement and extending inward therefrom, in a westerly direction for a distance of twenty (20) feet. The utility easement granted herein is located on the westerly three feet (3') of property used for existing communication, storm and sanitary waste disposal systems and water systems.

V. Exclusiveness of Easements. The easements, rights, and privileges granted herein are exclusive to Grantee and the Dominant Tenement, shall run with the land for the benefit of Grantee and the Dominant Tenement, and shall bind the Grantor and burden the Servient Tenement in perpetuity.



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VI. Secondary Easements. The easements granted herein include incidental rights of maintenance, repair, and replacement.

VII. Trimming Encroaching Vegetation. Grantee shall have the right to cut and trim trees or shrubbery which may encroach on the driveway easement area herein conveyed, and Grantee shall dispose of all cuttings and trimmings by loading and hauling away from the premises.

VIII. Termination. The easements, rights, and privileges granted hereunder shall terminate when, or at such time as, the purposes hereof cease to exist, are abandoned by Grantee, or become impossible of performance.

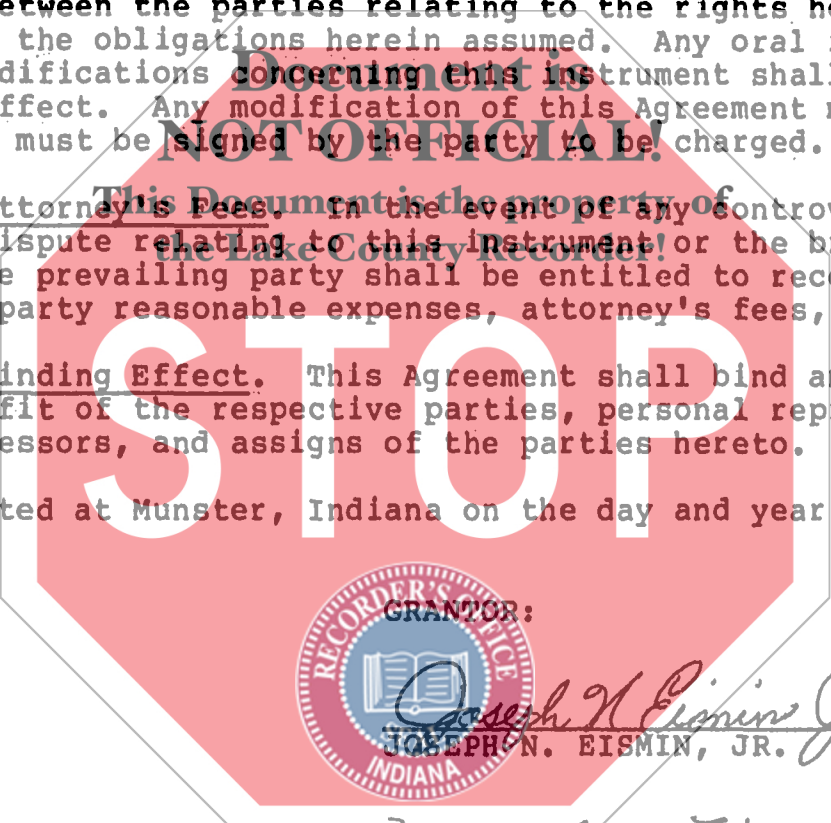
IX. Failure to Perform. Should Grantee fail to perform any covenant, undertaking, or obligation arising hereunder, all rights and privileges granted hereby shall terminate and this Agreement shall be of no further effect.

X. Entire Agreement. This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by the party to be charged.

XI. Attorney's Fees. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

XII. Binding Effect. This Agreement shall bind and inure to the benefit of the respective parties, personal representatives, successors, and assigns of the parties hereto.

Executed at Munster, Indiana on the day and year first above written.



GRANTOR:
Joseph N. Eismín, Jr.
JOSEPH N. EISMIN, JR.

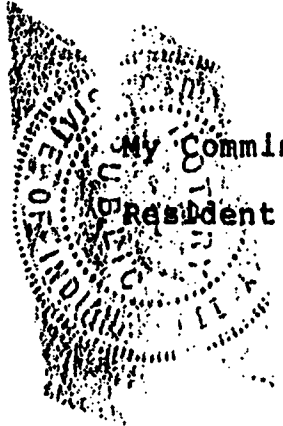
Mary Lou Eismín
MARY LOU EISMIN

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

SUBSCRIBED AND SWORN TO before me, a Notary Public, by JOSEPH N. EISMIN, JR. and MARY LOU EISMIN this 16th day of March, 1990.

C. Donald Emery III
C. Donald Emery, III
Notary Public

My Commission Expires: 5/3/91
Resident of Lake County



GRANTEE:

Lawrence A. Viers

LAWRENCE A. VIERS

Thomas A. Nimitz

THOMAS A. NIMITZ

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

SUBSCRIBED AND SWORN TO before me, a Notary Public, by
LAWRENCE A. VIERS and THOMAS A. NIMITZ this 16th day of March,
1990.

C. Donald Emery, III

C. Donald Emery, III
Notary Public

My Commission Expires: 5/3/91
Resident of Lake County

**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

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This instrument was prepared by: C. Donald Emery, III
Singleton, Levy & Crist
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