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GRANT OF PARKING EASEMENT

STATE OF INDIANA/S.S. NO.  
LAKE COUNTY  
FILED FOR RECORD

Apr 3 8 41 AM '90  
ROBERT REGERD  
RECORDS  
DEPT. OF  
INDIAN  
LAND

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").

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, recorded in Plat Book 68 page 11 in the Office of the Lake County Recorder. hereinafter referred to as the "Servient Tenement"; and

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 hereinafter referred to as the "Dominant Tenement"; and

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

IT IS THEREFORE AGREED:

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

II. Character of Easement. The easement granted herein is appurtenant to the Dominant Tenement.

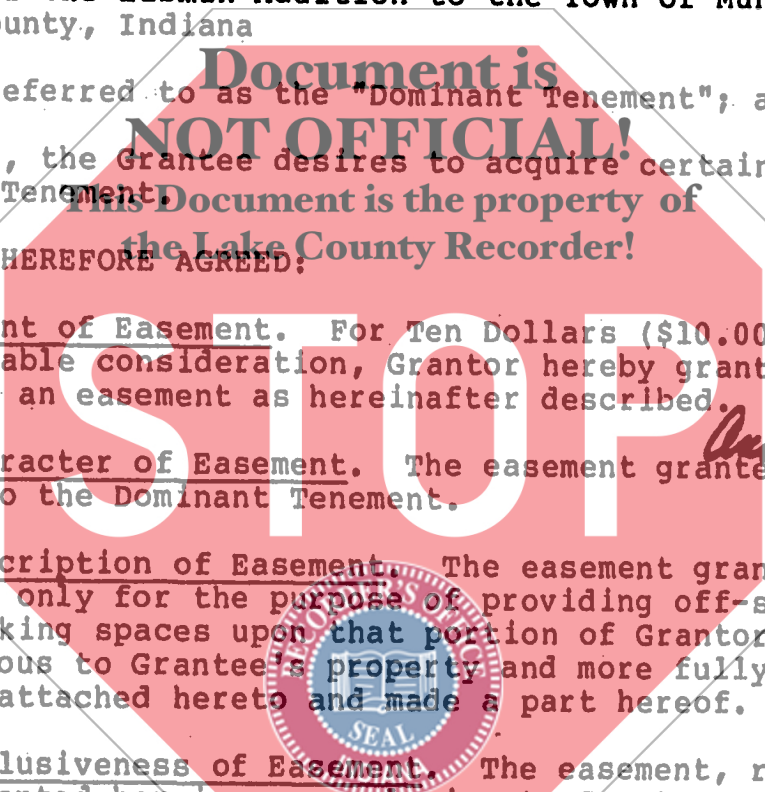
III. Description of Easement. The easement granted herein shall be used only for the purpose of providing off-street vehicular parking spaces upon that portion of Grantor's property being contiguous to Grantee's property and more fully described on Exhibit "A," attached hereto and made a part hereof.

IV. Exclusiveness of Easement. The easement, rights, and privileges granted herein are exclusive to Grantor 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.

V. Secondary Easements. The easement granted herein includes incidental rights of maintenance, repair, and replacement.

VI. Extent of Easement. It is expressly agreed and understood that the easement, rights and privileges herein conveyed to Grantee and its successors, assigns, customers, patients, business invitees, tenants and licensees, and to the successors, assigns, customers and business invitees of such tenants and licensees, the right to construct a parking area as shown on Exhibit "A" and to install all curbing and paving necessary thereto on the Servient Tenement, and to use the Servient Tenement as a parking area and for all incidental purposes thereto.

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



FILED

MAR 30 1990

*Joseph N. Eismin, Jr.*  
Grantor

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VIII. Termination. The easement, 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 reserved 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.



*Joseph N. Eismin, Jr.*  
JOSEPH N. EISMIN, JR.

*Mary Lou Eismin*  
MARY LOU EISMIN

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

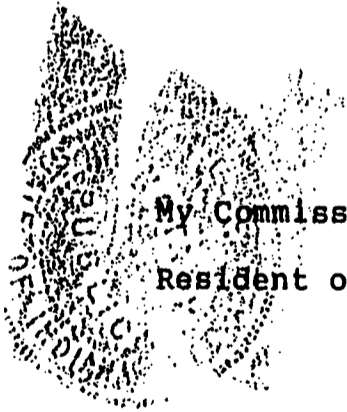
SUBSCRIBED AND SWORN TO before me, a Notary Public, by JOSEPH N. EISMIN, JR. and MARY LOU EISMIN this 16th day of March, 1990.

*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. NimtZ*  
THOMAS A. NIMTZ



STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

SUBSCRIBED AND SWORN TO before me, a Notary Public, by  
LAWRENCE A. VIERS and THOMAS A. NIMTZ 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



This instrument was prepared by: C. Donald Emery, III  
Singleton, Levy & Crist  
9245 Calumet Avenue  
Munster, Indiana 46321  
(219) 836-0200