

092742

RESERVATION OF DRIVEWAY AND UTILITY EASEMENTS

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

APR 3 8 41 AM '90
ROBERT W. GIBSON
RECORDER

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

WHEREAS, the Grantor will, upon this date convey to Grantee the following described real property: Lot 1 of the Eismin Addition to the Town of Munster, Lake County, Indiana, hereinafter referred to as the "Servient Tenement"; and

WHEREAS, the Grantee desires to reserve certain **FILED** the Servient Tenement.

IT IS THEREFORE AGREED: **Document is** MAR 30 1990

I. Reservation of Easements. For Ten Dollars, \$10.00 other good and valuable consideration, Grantor hereby reserves from Grantee in perpetuity easements as hereinafter described.

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

III. Description of Easements. The driveway easement reserved herein shall be used only for the purpose of providing pedestrian and vehicular ingress and egress between the paved highway (Ridge Road) lying north of Grantee's property described above and the property of Grantor which adjoins the property of Grantee to the south. Further, the driveway easement reserved herein is for the sole and limited purpose of reserving in Grantor, and its successors, assigns, customers, business invitees, tenants and licensees, and to the successors, assigns, 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 northerly portion of the Dominant Tenement over, upon and through the Servient Tenement. The utility easement reserved 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 systems and water systems between the paved highway (Ridge Road) lying north of Grantor's property described above and the property of Grantor which adjoins the property of Grantee to the south.

IV. Location. The driveway easement reserved 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 reserved herein is located on the westerly three feet (3') of the property used for existing communication, storm and sanitary waste disposal systems and water systems.

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

7⁰⁰/_{tu}
2086

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

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

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

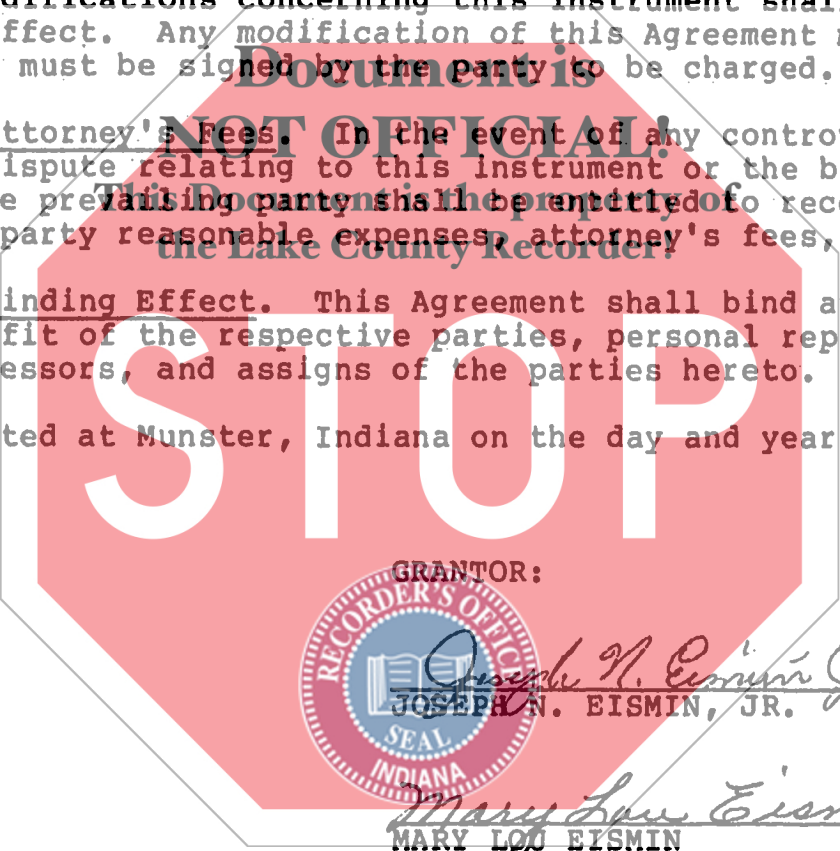
IX. Failure to Perform. Should Grantor fail to perform any covenant, undertaking, or obligation arising hereunder, all rights and privileges reserved shall terminate and this Agreement shall be of no further effect.

X. Entire Agreement. This instrument contains the entire Agreement between the parties relating to the rights herein reserved 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

