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EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of March, 1990, by and between EDMONDO SANTE SCALPELLI and BETTE PERRY SCALPELLI, hereinafter referred to as "The First Parties", and DAVID M. MIZANIN, hereinafter referred to as "The Second Party".

RECITALS

1. The First Parties are the owners in fee simple of the following described real estate located in Lake County, Indiana:

A part of the North 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 32, Township 34 North Range 9 West of the 2nd Principal Meridian, Lake County, Indiana, being more particularly described as follows: Beginning at a point on the North line of the South 1/2 of the Northeast 1/4 of said Section 32 at a distance of 306.50 feet West of the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 32 as measured along said North line; thence South 89°34'11" East 208.50 feet along the North line of the South 1/2 of the Northeast 1/4 of said Section 32; thence South 0°06'27" East 30.0 feet along a line parallel with the East line of the Southwest 1/4 of the Northeast 1/4 of said Section 32; thence South 18°54'45" West 153.40 feet; thence South 0°06'27" East 44.0 feet; thence North 89°34'11" West 158.50 feet along a line parallel with the North line of the South 1/2 of the Northeast 1/4 of said Section 32; thence North 0°06'27" West 219.50 feet along a line parallel with the East line of the Southwest 1/4 of the Northeast 1/4 of said Section 32 to the Point of Beginning, hereinafter referred to as Parcel 2.

KEY 6-50-26

2. The Second Party is the owner in fee simple of the following described real estate located in Lake County, Indiana:

A part of the North 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 32, Township 34 North, Range 9 West of the 2nd Principal Meridian Lake County, Indiana, being more particularly described as follows: Beginning at the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 32; thence South 0°06'27" West 662.30 feet along the East line of the Southwest 1/4 of the Northeast 1/4 of said Section 32 to the South line of the North 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 32, thence North 89°32'51" West 150.0 feet along said South line; thence North 0°06'27" West 486.75 feet along a line parallel with the East line of the Southwest 1/4, of the Northeast 1/4 of said Section 32; Thence North 18°54'45" East 153.40 feet; thence North 0°06'27" West 30.0 feet to the North line of the South 1/2 of the Northeast 1/4 of said Section 32; Thence South 89°34'11" East 100.0 feet

KEY 6-50-24

INDIANA TITLE INSURANCE COMPANY
INDIANA DIVISION

STATE OF INDIANA/S.S. NO.
LAKE COUNTY
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APR 5 2 46 PM '90
ROBERT T. ...
RECORDED

FILED

APR 05 1990

Dana N. Anton
AUDITOR LAKE COUNTY

g.50
OK

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along said North line to the Point of Beginning, hereinafter referred to as Parcel 1.

3. Parcel 1 and Parcel 2 existed as a single parcel prior to purchase of Parcel 1 by David M. Mizanin. When the two parcels were under common ownership, there was a common driveway used for ingress and egress to the two parcels. The parties now desire to continue to use of the common driveway.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Edmondo Sante Scalpelli and Bette Perry Scalpelli, First Parties, hereby grant and convey an easement for ingress and egress to David M. Mizanin, the Second Party, over that portion of the following described parcel which lies within Parcel 2:

A 20.0 foot wide parcel being in the South 1/2 of the Northeast 1/4 of Section 32, Township 34 North, Range 9 West of the 2nd Principal Meridian, Lake County, Indiana. The Center line of the parcel being described as follows: Being at a point on the North line of the South 1/2 of the Northeast 1/4 of said Section 32 at a distance of 100.0 feet West of the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 32 as measured along said North line; thence along the following three (3) courses; (1) South 0°06'27" East 30.0 feet, (2) South 18°54'45" West 153.40 feet, (3) South 0°06'27" East 10.0 feet to the Terminus Point. The side lines of said 20 foot parcel are to be extended or shortened to meet at angle points and to terminate in the North line of the South 1/2 of the Northeast 1/4 of said Section 32.

2. That David M. Mizanin, Second Party, hereby grants and conveys to Edmondo Sante Scalpelli and Bette Perry Scalpelli, First Parties, an easement for ingress and egress over that portion of the following described parcel which lies within Parcel 1:

A 20.0 foot wide parcel being in the South 1/2 of the Northeast 1/4 of Section 32, Township 34 North, Range 9 West of the 2nd Principal Meridian, Lake County, Indiana. The Center line of the parcel being described as follows: Being at a point on the North line of the South 1/2 of the Northeast 1/4 of said Section 32 at a distance of 100.0 feet West of the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 32 as measured along said North line; thence along the following three (3) courses; (1) South 0°06'27" East 30.0 feet, (2) South 18°54'45" West 153.40 feet, (3) South 0°06'27" East 10.0 feet

to the Terminus Point. The side lines of said 20 foot parcel are to be extended or shortened to meet at angle points and to terminate in the North line of the South 1/2 of the Northeast 1/4 of said Section 32.

3. All easements granted herein are appurtenant to the dominant tenement.

4. The parties agree that the sole purpose of said easement is for a driveway to provide ingress and egress to the respective parcels of the parties.

5. The parties agree not to obstruct, impede or interfere, one with the others, in the reasonable use of the driveway easement and improvements thereon for the purpose of ingress and egress from their respective properties.

6. The parties further agree that they will not use or permit anyone on their behalf to use the easement in such a way to cause damage to the driveway located on the easement.

7. All parties agree that the driveway constructed upon the easements shall be maintained in a good condition so as to enable the easy access and movement upon the driveway. All the parties agree to share equally the cost of maintaining, repairing and replacing said driveway. Any party intentionally or negligently damaging said driveway shall repair or replace the driveway so as to restore its condition to the state it existed before the damage.

8. This agreement shall bind and inure to the benefit of the respective parties, personal representatives, successors and assigns of the parties hereto.

Dated: 3/29/90

Edmondo Sante Scalpelli
EDMONDO SANTE SCALPELLI

Dated: 3/29/90

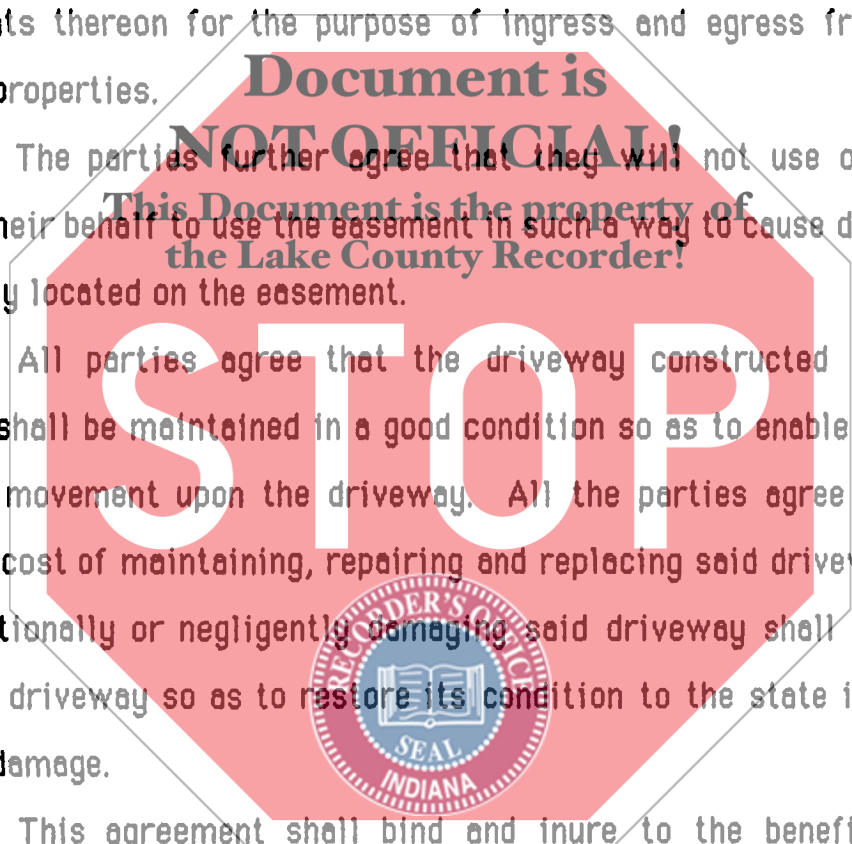
Bette Perry Scalpelli
BETTE PERRY SCALPELLI

FIRST PARTIES

Dated: 29 MAR 90

David M. Mizanin
DAVID M. MIZANIN

SECOND PARTY



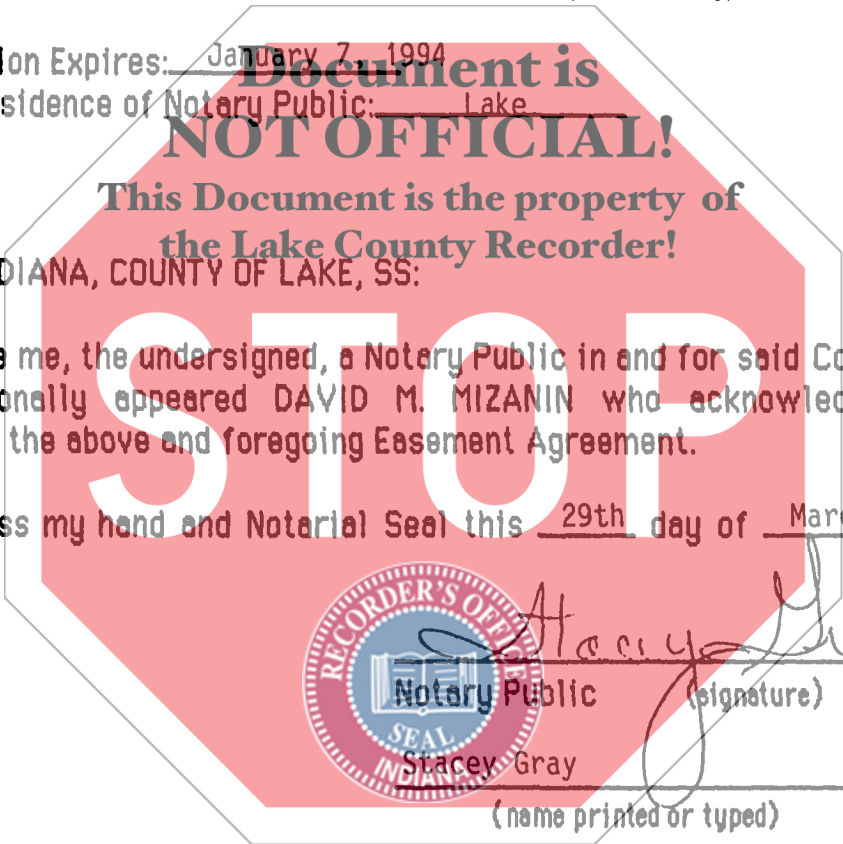
STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared EDMONDO SANTE SCALPELLI and BETTE PERRY SCALPELLI who acknowledged the execution of the above and foregoing Easement Agreement.

Witness my hand and Notarial Seal this 29th day of March 1990.

Stacey Gray
Notary Public (signature)
Stacey Gray
(name printed or typed)

My Commission Expires: January 7, 1994
County of Residence of Notary Public: Lake



STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared DAVID M. MIZANIN who acknowledged the execution of the above and foregoing Easement Agreement.

Witness my hand and Notarial Seal this 29th day of March 1990.

Stacey Gray
Notary Public (signature)
Stacey Gray
(name printed or typed)

My Commission Expires: January 7, 1994
County of Residence of Notary Public: Lake

This instrument prepared by Herman Barber, attorney at law.