

L. DONALD EMERY
SINGLETON, LEVY & CLAIR
SUITE 300
9245 CALUMET AVE.
MUNSTER, INDIANA 46301

FILED

APR 27 1990

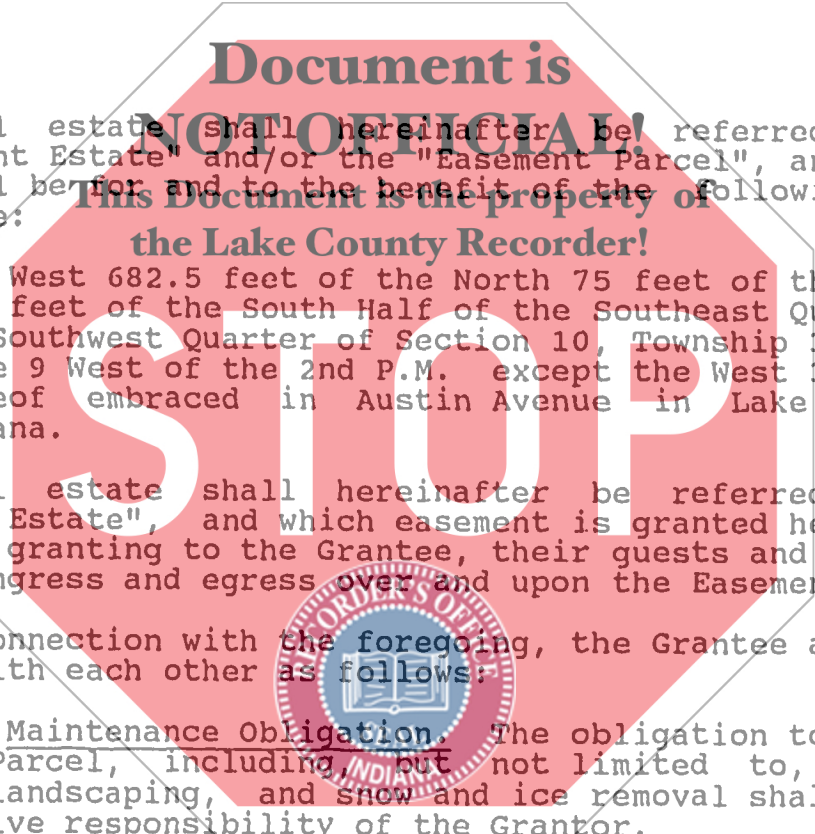
EASEMENT AGREEMENT FOR INGRESS AND EGRESS

Anna N. Anton
AUDITOR LAKE COUNTY

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The Lake Central School Corporation, a municipal corporation of Lake County, in the State of Indiana (hereinafter "Grantor") for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey to Charles R. Harbin and Sally Sue Harbin and the survivor, (hereinafter, "Grantee") a nonexclusive easement terminable as herein provided: in, over, upon, and through the following described real estate:

See Exhibit "A" which is attached hereto and incorporated herein by reference.



which real estate shall hereinafter be referred to as the "Subservient Estate" and/or the "Easement Parcel", and which easement shall be for and to the benefit of the following described real estate:

The West 682.5 feet of the North 75 feet of the South 288 feet of the South Half of the Southwest Quarter of the Southwest Quarter of Section 10, Township 35 North, Range 9 West of the 2nd P.M. except the West 37.5 feet thereof embraced in Austin Avenue in Lake County, Indiana.

which real estate shall hereinafter be referred to as the "Dominant Estate", and which easement is granted herein for the purpose of granting to the Grantee, their guests and invitees, the right of ingress and egress over and upon the Easement Parcel.

In connection with the foregoing, the Grantee and Grantor do covenant with each other as follows:

- Maintenance Obligation. The obligation to maintain the Easement Parcel, including, but not limited to, the paving, curbing, landscaping, and snow and ice removal shall be the sole and exclusive responsibility of the Grantor.
- Grantee's Indemnification. Grantee will save and hold Grantor harmless and indemnify Grantor against any and all claims, demands, liabilities, actions, causes of actions, and suits at law or in equity, of whatever nature, kind, extent, duration or description, arising out of the use by Grantee of the Easement Parcel excepting for the negligent acts or omissions of Grantor which are the proximate cause of such claims, demands, liabilities, actions, causes of actions, and suits at law or in equity, of whatever nature, kind, extent, duration or description.
- Extent of Rights and Obligations. The parties agree that the rights of Grantee created hereunder are personal to Charles R. Harbin and Sally Sue Harbin and cannot under any circumstances be assigned, conveyed or transferred. Further, the

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parties agree that the rights hereunder and the easement created shall terminate and cease upon the termination of that certain lease dated the 1st day of May, 1990 by and between the Grantor and Grantee. Grantee agrees to execute any necessary documents to effectuate the release and extinguishment of said easement following termination of the same.

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands and seals this 24th day of April, 1990.

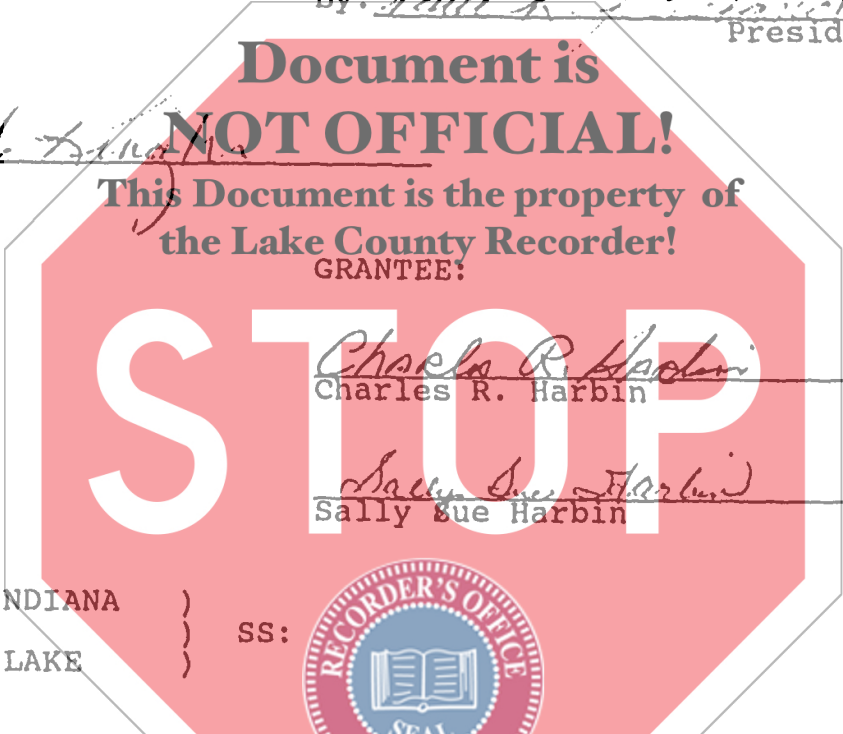
GRANTOR:

Lake Central School Corporation

By: Paul R. Freeland
President

ATTEST:

Jane E. Kinghorn
Secretary



Charles R. Harbin
Charles R. Harbin

Sally Sue Harbin
Sally Sue Harbin

STATE OF INDIANA)
COUNTY OF LAKE)

SS:



Before me, the undersigned Notary Public, in and for said County and State, personally appeared Paul R. Freeland and Jane E. Kinghorn, the duly elected President and Secretary, respectfully, of the Lake Central School Corporation, and acknowledged the execution of the above and foregoing instrument.

Witness my hand and notarial seal this 19th day of March, 1990.

C. Donald Emery
C. Donald Emery
Notary Public

My Commission Expires: 5/3/91

County of Residence: Lake

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned Notary Public, in and for said County and State, personally appeared Charles R. Harbin and Sally Sue Harbin and acknowledged the execution of the above and foregoing instrument.

Witness my hand and notarial seal this 26th day of MARCH, 1990.

John F. Hilbrich

John F. Hilbrich
Notary Public

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My Commission Expires: 2-16-92

County of Residence: LAKE

NOT OFFICIAL!
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the Lake County Recorder!**

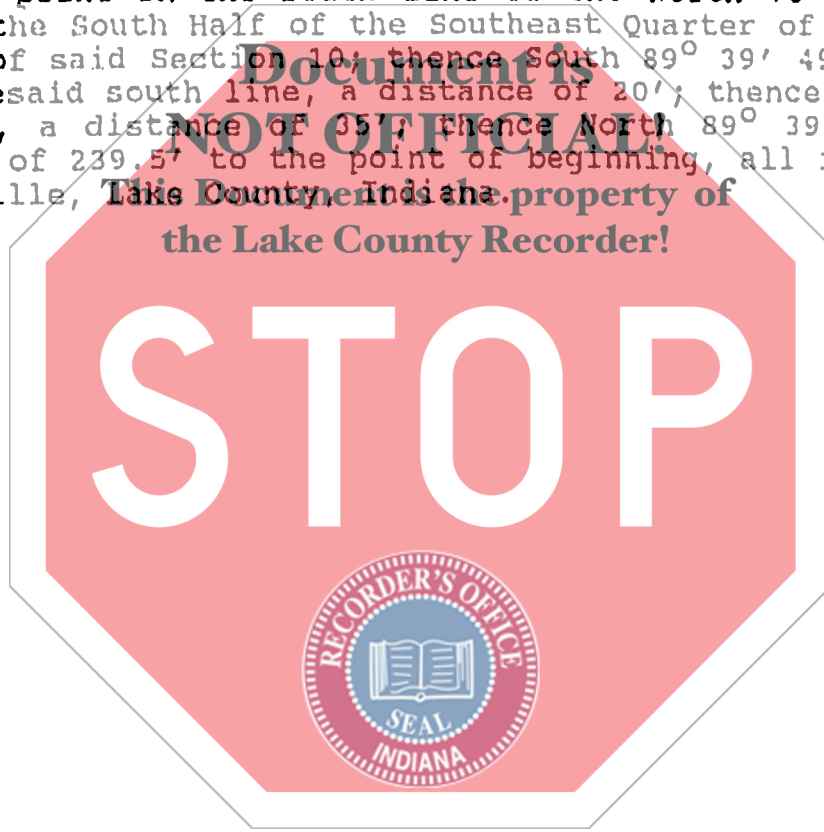
STOP



This instrument prepared by Palmer C. Singleton, Jr., Attorney At Law, Suite 200, 9245 Calumet Avenue, Munster, Indiana, 46321.

ACCESS EASEMENT FOR HARBIN PROPERTY

Being an easement for ingress-egress over the South Half of the Southeast Quarter of the Southwest Quarter of Section 10, Township 35 North, Range 9 West of the Second Principal Meridian, and being more particularly described as follows: Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 10; thence South $89^{\circ} 39' 49''$ East, along the South line of said Section 10, a distance of 37.5'; thence North $00^{\circ} 05' 54''$ West, along a line parallel to and 37.5' East of the West line of the Southeast Quarter of the Southwest Quarter of said Section 10, a distance of 178' to the point of beginning of said easement; thence continuing North $00^{\circ} 05' 54''$ West, a distance of 20'; thence South $89^{\circ} 39' 49''$ East, a distance of 219.50'; thence North $00^{\circ} 05' 54''$ West, a distance of 15' to a point on the South line of the North 75' of the South 288' of the South Half of the Southeast Quarter of the Southwest Quarter of said Section 10; thence South $89^{\circ} 39' 49''$ East, along the aforesaid south line, a distance of 20'; thence South $00^{\circ} 05' 54''$ East, a distance of 35'; thence North $89^{\circ} 39' 49''$ West, a distance of 239.5' to the point of beginning, all in the Town of Schererville, This County, Indiana.



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EXHIBIT "A"