

L3485
COMMUNITY TITLE CO.
421 W. 81st Avenue
Merrillville, IN 46410

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AGREEMENT FOR EASEMENT FOR COMMON DRIVEWAY

This agreement entered into by and between Patricia Todd, First Party, and Lillian Smith, Second Party, Witnesseth:

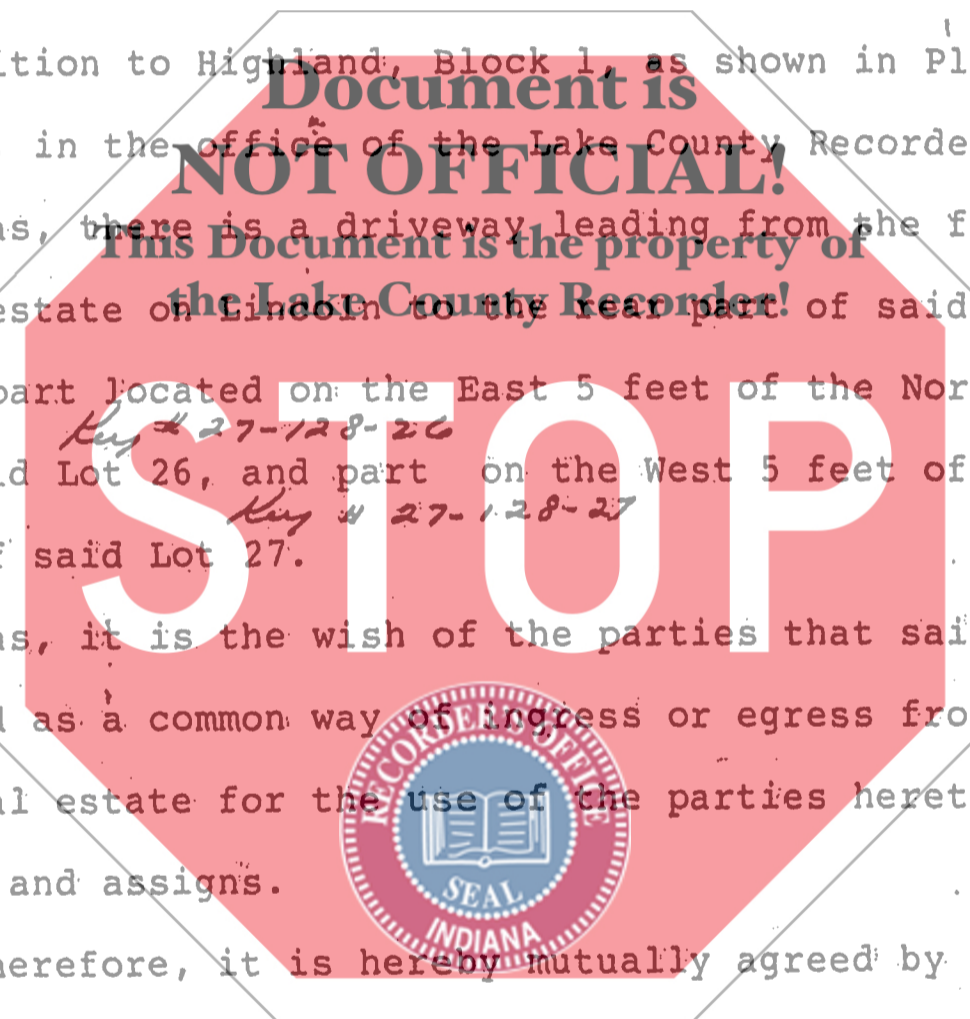
Whereas the First Party is the owner of the West 5 feet of the North 110 feet of Lot 27, and the Second Party is the owner of the East 5 feet of the North 110 feet of Lot 26, of Hook's Addition to Highland, Block 1, as shown in Plat book 18, page 9, in the office of the Lake County Recorder.

Whereas, there is a driveway leading from the front of said real estate on Lincoln to the rear part of said real estate with part located on the East 5 feet of the North 110 feet of said Lot 26, and part on the West 5 feet of the North 110 feet of said Lot 27.

Whereas, it is the wish of the parties that said driveway be used as a common way of ingress or egress from Lincoln to said real estate for the use of the parties hereto, their successors and assigns.

Now Therefore, it is hereby mutually agreed by the parties in consideration of the premises for the mutual covenants and grants herein contained as follows:

1. With respect to said driveway from Lincoln onto said premises for the purpose of maintaining the same, the Second Party hereby convey and warrant to the First Party a perpetual



Key # 27-128-26
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ROBERT J. HARRISON
RECORDER
MAY 21 11 16 AM '91

STATE OF INDIANA/S.S. NO.
LAKE COUNTY
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MAY 16 1991

Anna N. Antox
AUDITOR LAKE COUNTY

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easement over the East 5 feet of the North 110 feet of Lot 26 and the First Party hereby convey and warrant to the Second Party a perpetual easement over the West 5 feet of the North 110 feet of Lot 27.

2. It is agreed that said easement shall inure to the benefit of both parties hereto so that both of said parties shall have the free right for themselves and their tenants, servants, visitors and licensees in common with all others having the like right at all times hereafter with or without vehicles, or on foot for the purpose of ingress or egress to and from the rear portion of said properties owned by said parties and for all other purposes connected with the use of said real estate owned by the parties.

3. The parties further agree to keep that portion of said driveway located on their respective portions of said real estate in good repair at all times; provided, however that as damage occur to said driveway through the fault or negligence of either parties such damage shall be repaired by such parties.

4. It is further mutually agreed that this agreement shall be perpetual and at all times be construed as a covenant running with the land with respect to said easement and driveway. This agreement shall bind the respective heirs, legal representatives, and assigns of the parties hereto.

In Witness Whereof, we have hereunto set our hands this 25th day of April, 1991.

