

1752 E. Porter
C.P. 10.
7 46307

AGREEMENT FOR EASEMENT

92033840

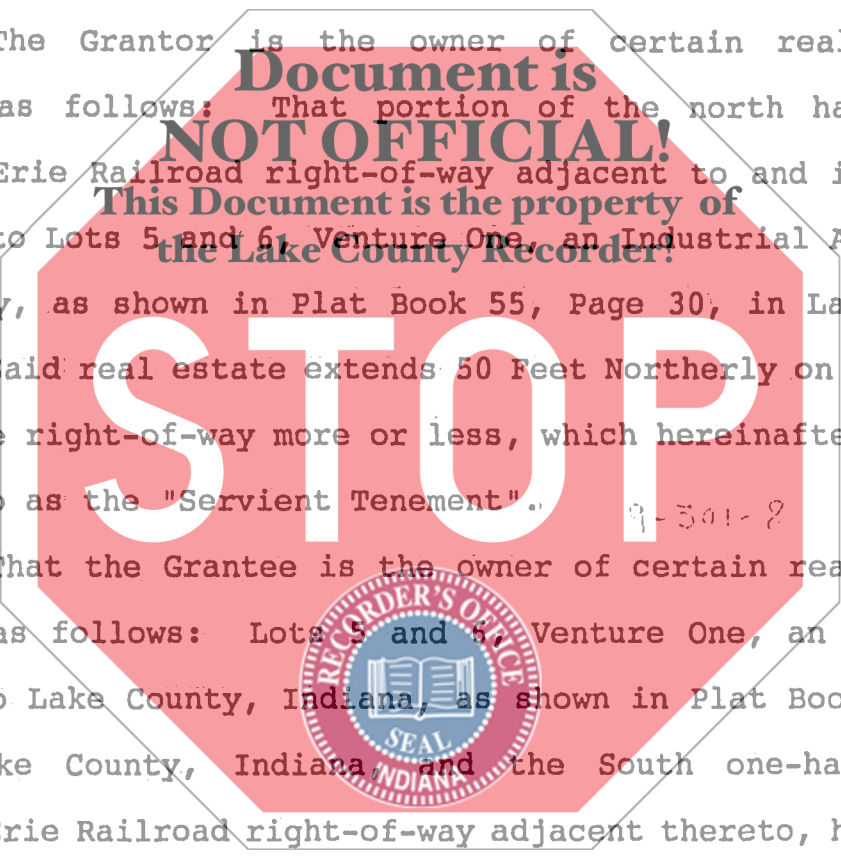
THIS AGREEMENT made and entered into this 5 day of June, 1992, by and between GENEVIEVE EWEN, hereinafter referred to as the "GRANTOR", and DAVID D. EVORIK and JOHN J. EVORIK, and JOHN J. SIMKO and MARY S. SIMKO, hereinafter referred to as the "GRANTEE".

RECITALS

A. The Grantor is the owner of certain real property described as follows: That portion of the north half of the abandoned Erie Railroad right-of-way adjacent to and immediately northerly to Lots 5 and 6, Venture One, an Industrial Addition to Lake County, as shown in Plat Book 55, Page 30, in Lake County, Indiana. Said real estate extends 50 Feet Northerly on the center line of the right-of-way more or less, which hereinafter shall be referred to as the "Servient Tenement".

B. That the Grantee is the owner of certain real property described as follows: Lots 5 and 6, Venture One, an Industrial Addition to Lake County, Indiana, as shown in Plat Book 55, Page 30, in Lake County, Indiana, and the South one-half of the abandoned Erie Railroad right-of-way adjacent thereto, hereinafter referred to as the "Dominant Tenement."

C. The Grantee desires to acquire certain rights in the Servient Tenement.



FILED

JUN 13 1992

1 *Anna M. Anton*
AUDITOR LAKE COUNTY

32.00

603

14

IT IS THEREFORE AGREED:

GRANT OF EASEMENT

1. For valuable consideration which is hereby acknowledged, Grantor hereby grants to Grantee in perpetuity an easement as hereinafter described.

DESCRIPTION OF EASEMENT

2. The easement granted herein shall be used for the purpose of placing, constructing and maintaining a spillway from a certain Retention Pond maintained by the Grantee which spillway when constructed shall be approximately twenty (20) feet in width, forty (40) feet in length, ten (10) feet in depth or more, and is more fully described in a drainage plan prepared by Torrenga Engineering under Job Order Number 1625-91, prepared on or about March 10, 1992, which parties acknowledge having received a copy of the same.

LOCATION

3. The easement granted herein is located as follows: from the northerly portion of the Dominant Tenement to the southerly portion of the Servient Tenement, toward the westerly portion of Lot 5, Venture One, an Industrial Addition to Lake County.

EXCLUSIVENESS OF EASEMENT

4. The easement, rights, and privileges granted herein are exclusive, and Grantor covenants that she will not convey any other easement or conflicting rights within the area conveyed by this Grant.

SECONDARY EASEMENT

5. The easement granted herein includes incidental rights of maintenance, repair and replacement.

TRIMMING ENCROACHING VEGETATION

6. 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 either by piling and burning within the easement area or by loading and hauling away from the premises.

7. 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.

8. Should Grantee fail to perform any covenant, undertaking, or obligation arising hereunder, all rights and privileges granted hereby shall terminate and this Agreement shall be of no further effect.

9. Grantor also retains, reserves and shall continue to enjoy the use of the surface of such property for any and all purposes which do not interfere with or prevent the use by Grantee of the within easement, including the right to build and use the surface of the herein granted easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns,

planting or parking areas, and other like uses or to dedicate all or any part of the property affected by this easement to any city for use as a public street, road or alley. If the Grantee or any of Grantor's successors or assigns shall dedicate all or any part of the property affected by this easement, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate such dedications, without, however, extinguishing the easement rights herein granted.

ENTIRE AGREEMENT

10. This instrument contains the entire agreement between the parties relating to the rights in the property 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.

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ATTORNEY'S FEES

11. 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.



BINDING EFFECT

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

Executed at Crown Point, Indiana, on the day and year first written above.

GENEVIEVE EWEN

Subscribed and sworn to before me a Notary Public this _____ day of _____, 19____.

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My Commission Expires: _____
County of Residence: _____

David D. Evorik
DAVID D. EVORIK

Subscribed and sworn to before me a Notary Public this 17th day of APRIL, 1992.

My Commission Expires: 8-28-93
County of Residence: LAKE

John J. Evorik
JOHN J. EVORIK

Subscribed and sworn to before me a Notary Public this 19th day of APRIL, 1992.

My Commission Expires: 8-28-93
County of Residence: LAKE

John J. Simko
JOHN J. SIMKO

Subscribed and sworn to before me a Notary Public this
16th day of APRIL, 1992.

My Commission Expires: 8-28-93
County of Residence: LAKE

Pamela J. Guorik

Mary S. Simko
MARY S. SIMKO

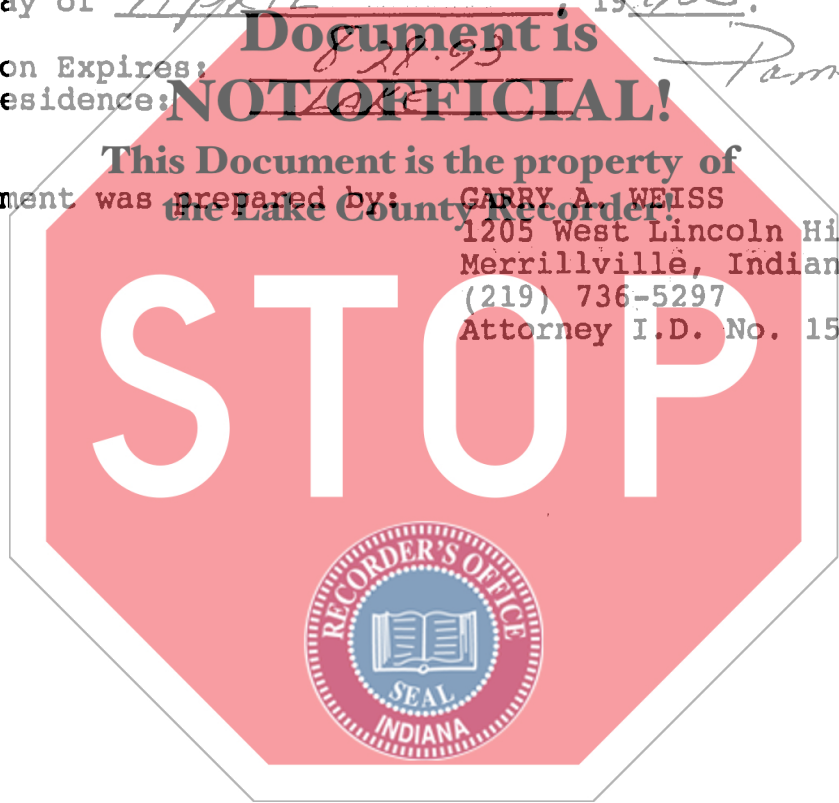
Subscribed and sworn to before me a Notary Public this
16th day of APRIL, 1992.

My Commission Expires: 8-28-93
County of Residence: LAKE

Pamela J. Guorik

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This Document is the property of the Lake County Recorder.
This instrument was prepared by: GARRY A. WEISS
1205 West Lincoln Highway
Merrillville, Indiana 46410
(219) 736-5297
Attorney I.D. No. 1544-45



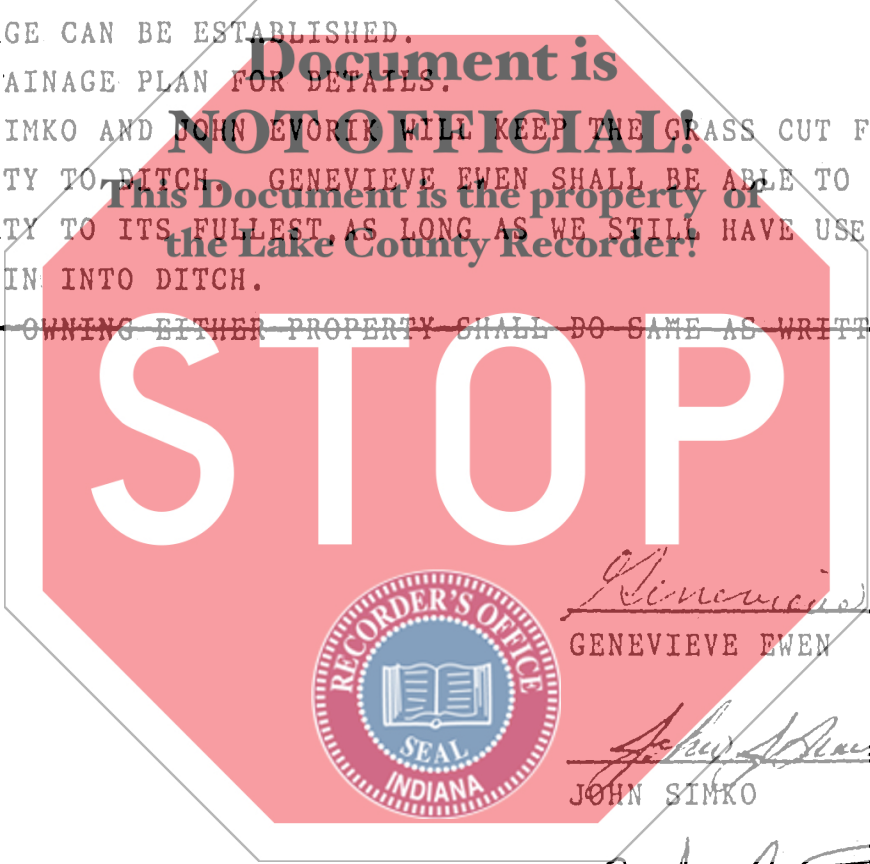
WE, JOHN J. SIMKO AND JOHN EVORIK, ARE ASKING PERMISSION TO INSTALL (1) 4" DRAIN PIPE FROM OUR PROPERTY (LOTS 5&6) THROUGH APPROXIMATELY 15' OF GENEVIEVE EWEN'S PROPERTY TO A DITCH DUG OUT FOR RAIN WATER DRAINAGE BY LAKE COUNTY. THE DITCH USED TO BE ERIE RAILROAD PROPERTY.

MAY THIS 4" DRAIN PIPE BE USED UNTIL OTHER MEANS OF STORM DRAINAGE CAN BE ESTABLISHED.

SEE DRAINAGE PLAN FOR DETAILS.

JOHN SIMKO AND JOHN EVORIK WILL KEEP THE GRASS CUT FROM THEIR PROPERTY TO DITCH. GENEVIEVE EWEN SHALL BE ABLE TO USE HER PROPERTY TO ITS FULLEST AS LONG AS WE STILL HAVE USE OF OUR 4" DRAIN INTO DITCH.

~~ANYONE OWNING EITHER PROPERTY SHALL DO SAME AS WRITTEN ABOVE.~~



Genevieve Ewen

GENEVIEVE EWEN

John Simko

JOHN SIMKO

John J. Evorik

JOHN EVORIK

Subscribed and sworn to before me, a Notary Public, this 5th day of JUNE, 1992

Pamela J. Evorik

My Commission Expires: 8-28-93
County of Residence LAKE

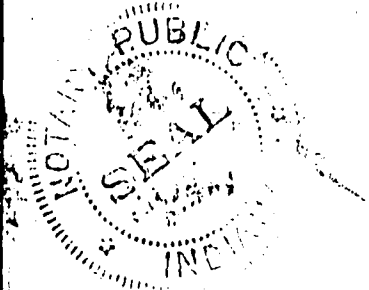
Genevieve Ewen
GENEVIEVE EWEN

Subscribed and sworn to before me, a Notary Public, this
5th day of June, 1992.

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My Commission Expires January 28, 1999
County of Residence: Lake County
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STOP



David D. Evorik

DAVID D. EVORIK

Subscribed and sworn to before me, a Notary Public, this
5th day of JUNE, 1992.

My Commission Expires: 8-28-93
County of Residence: LAKE

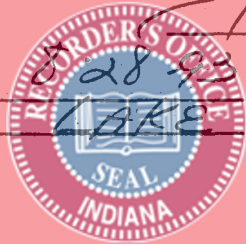
Document is *Pamela J. Evorik*
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the Lake County Recorder!**

John J. Evorik
JOHN J. EVORIK

Subscribed and sworn before me, a Notary Public, this
5th day of JUNE, 1992.

My Commission Expires: 8-28-93
County of Residence: LAKE



Pamela J. Evorik

John J. Sinko
JOHN J. SINKO

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC, THIS
5th DAY OF JUNE, 19 92.

Pamela J. Ewart

MY COMMISSION EXPIRES:
COUNTY OF RESIDENCE:

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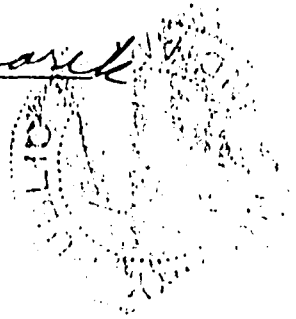
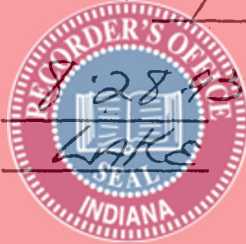
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Mary S. Sinko
MARY S. SINKO

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC, THIS
5th DAY OF JUNE, 19 92.

Pamela J. Ewart

MY COMMISSION EXPIRES:
COUNTY OF RESIDENCE:



ENGINEERING & LAND SURVEYING

TELEPHONE 836-8918

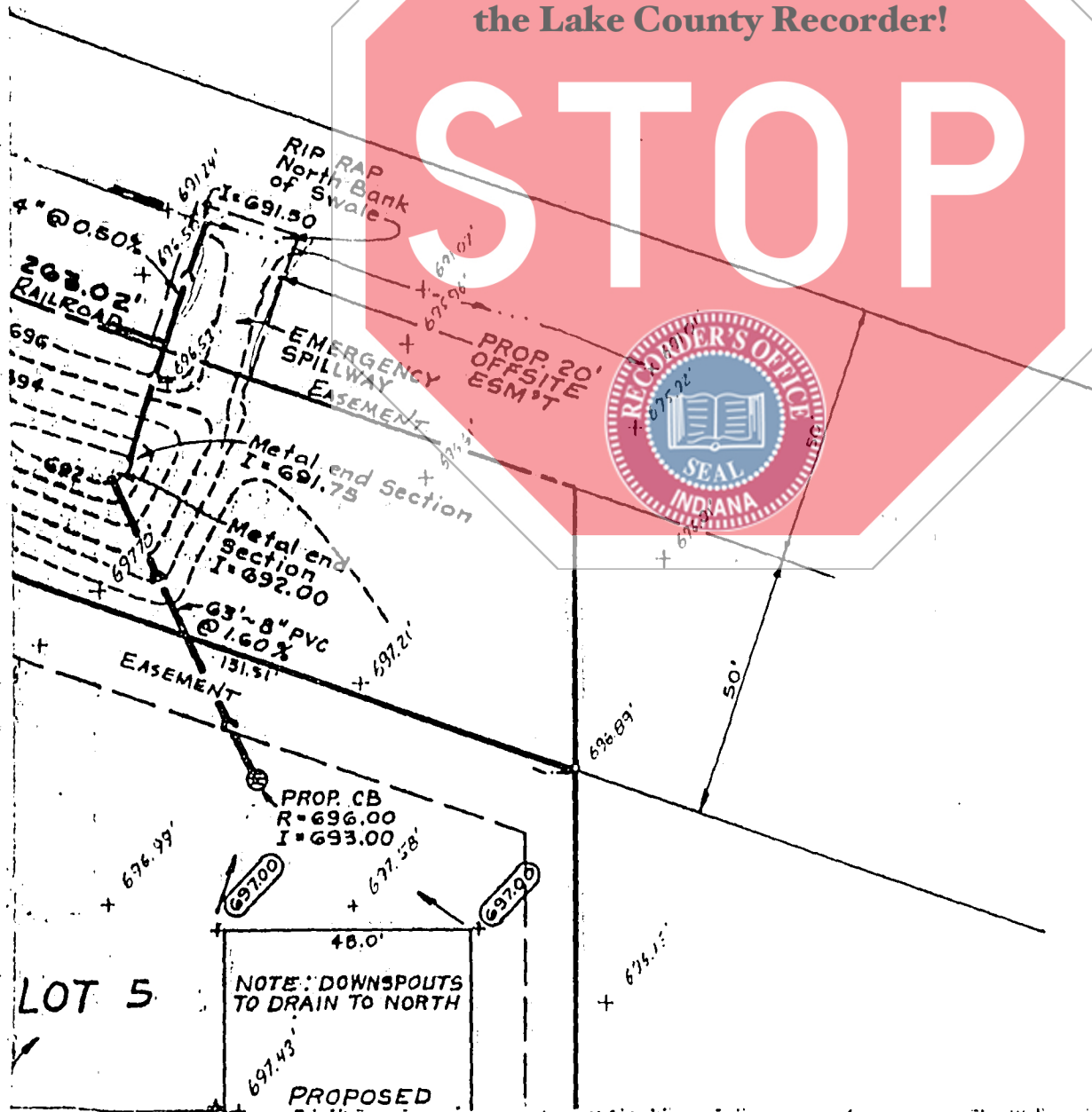
E PLAN

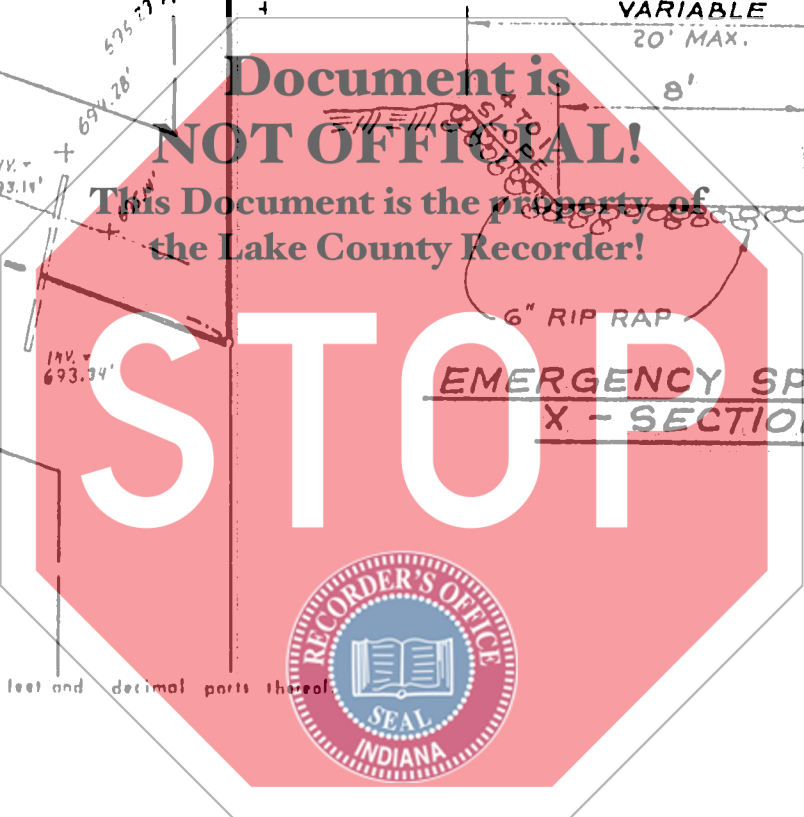
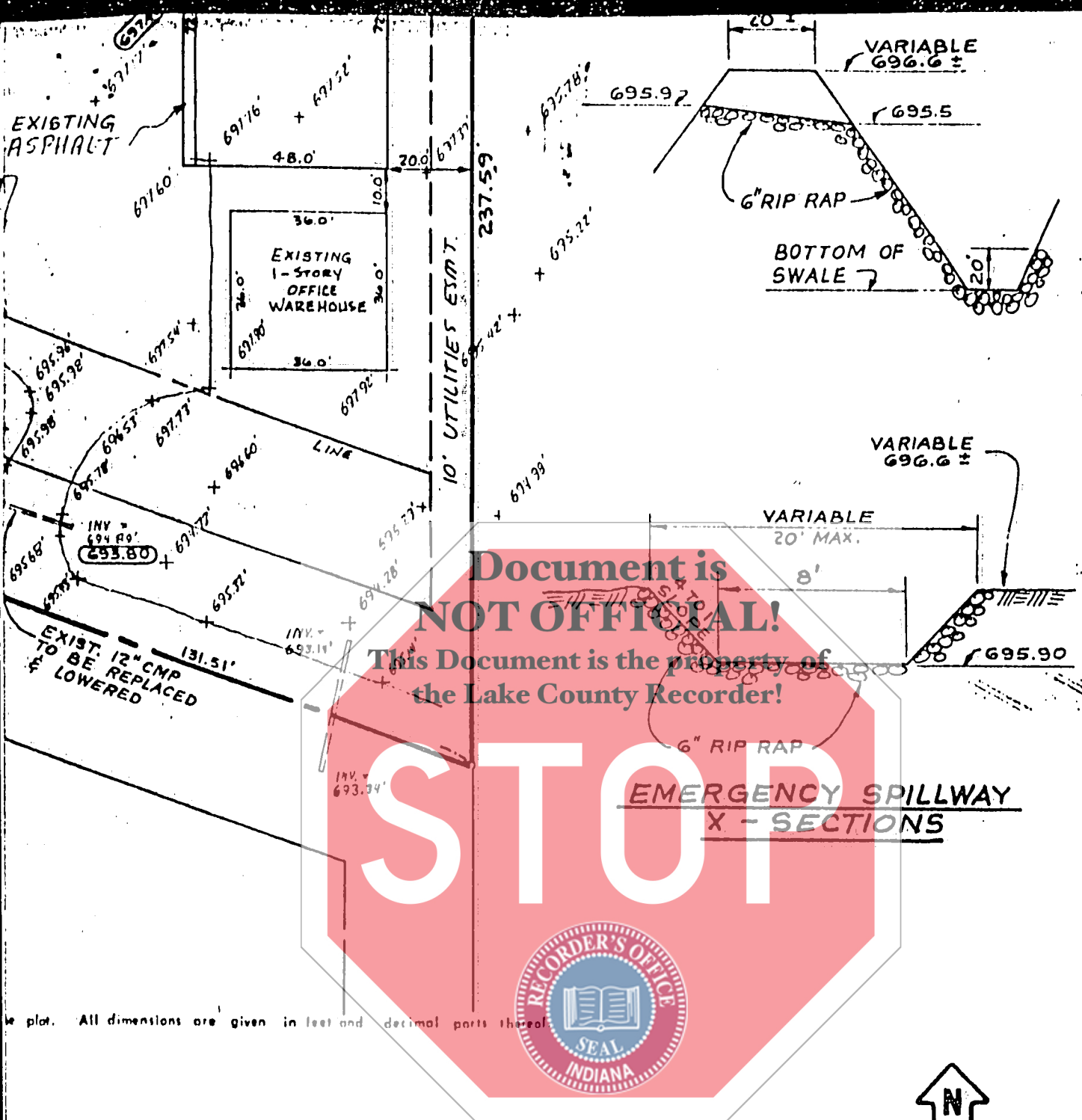
DESCRIPTION: Lots 5 and 6, Venture One, an Industrial Addition to Lake County, Indiana as per plat thereof, recorded in Plat Book 55, page 30 in the Office of the Recorder of Lake County, Indiana, and the South Half of the abandoned Erie Railroad Right of Way adjacent thereto.

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EMERGENCY SPILLWAY
X - SECTIONS

plot. All dimensions are given in feet and decimal parts thereof.



SCALE 1 in. = 30 Ft.
March 10, 1992

PREPARED FOR: Simko & Evorik
 JOB ORDER : No. 1625-91

