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MAIL TO: ANDERSON, TAUBER & WOODWARD, P.C.
8935 Broadway
Merrillville, IN 46410

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AUG 14 1992

KEY 13-123-24

ROADWAY EASEMENT AGREEMENT

Anna M. Anton

AUDITOR LAKE COUNTY

THIS AGREEMENT is made and entered into this 14th day of August, 1992, by and between **DIANNE S. MATHEWS, SHEILA A. ROACH,** and **MARCELLA R. GOVERT,** hereinafter sometimes referred to as "Grantor," and **THOMAS D. LUNDEBERG,** hereinafter sometimes referred to as "Grantee";

WITNESSETH THAT:

WHEREAS, Grantor, **Dianne S. Mathews and Sheila A. Roach,** are the owners and have title to certain real estate located in the Town of Schererville, Lake County, Indiana, which is described as follows:

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Part of the East 264 feet of the West 870 feet of the South 50 acres of the West Half of the Southwest Quarter of Section 15, Township 35 North, Range 9 West of the 2nd P.M., in the Town of Schererville, Lake County, Indiana, shown as Tract "H" on a plat of Survey recorded August 30, 1948 in Miscellaneous Record 497, page 353, described as follows: Commencing at the Northwest corner of said Tract "H"; thence South along the West line of said Tract a distance of 261.72 feet; thence East on a line parallel with the North line of said tract a distance of 264 feet to the East line of said tract; thence North on the East line to the North line of said tract; thence West on the North line of said Tract to the place of beginning, subject to an easement across the North 30 feet of said parcel for a road and subject also to an easement over the Westerly 30 feet of said parcel for a road.

WHEREAS, Grantor, **Marcella R. Govert,** has a life estate in the above-described real estate;

WHEREAS, Grantee is the owner and has title to certain real estate located in the Town of Schererville, Lake County, Indiana, which is described as follows:

Part of the South 50 Acres of the SW 1/4 Section 15 and Part of the South 50 Acres of the SE 1/4 Section 16, Township 35 North, Range 9 West of the 2nd P.M., described as follows: Beginning at the NW Corner of the South 50 Acres of the SW 1/4 of said Section 15; thence

STATE OF INDIANA, S.S. NO. LAKE COUNTY FILED FOR RECORD
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east along the north line of said South 50 acres, 342 feet; thence South parallel to the West line of said Section 15 a distance of 975.0 feet; thence West at right angles, 370.0 feet; thence Northwesterly to a point 262 feet West of the East line of Section 16, Township 35 North, Range 9 West of the 2nd P.M. and 885 feet South of the North line of the South 50 acres of the SE 1/4 of said Section 16; thence North 885 feet parallel to the East line of said Section 16; thence East along the North line of the South 50 acres, 262 feet to the point of beginning.

and

The East 264 feet of the West 606 feet of the South 50 Acres of the West half of the Southwest Quarter of Section 15, Township 35 North, Range 9 West of the 2nd P.M., in the Town of Schererville, Lake County, Indiana, except the West 30 feet of the South 716 feet thereof.

and desires and needs a roadway easement over and across the Grantor's parcel for ingress and egress to and from the Grantee's parcels described herein;

WHEREAS, the parties understand and agree that the roadway easement described herein shall be a dedicated road right-of-way to the Town of Schererville.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. Easement. Grantor does hereby grant, assign, convey and set over to Grantee an easement for a public road and access in, over and above and across the following described real estate:

The North 185 feet of the West 30 feet of the following described parcel:

Part of the East 264 feet of the West 870 feet of the South 50 acres of the West Half of the Southwest Quarter of Section 15, Township 35 North, Range 9 West of the 2nd P.M., in the Town of Schererville, Lake County, Indiana, shown as Tract "H" on a plat of Survey recorded August 30, 1948 in Miscellaneous Record 497, page 353, described as follows: Commencing at the Northwest corner of said Tract "H"; thence South along the West line of said Tract

a distance of 261.72 feet; thence East on a line parallel with the North line of said tract a distance of 264 feet to the East line of said tract; thence North on the East line to the North line of said tract; thence West on the North line of said Tract to the place of beginning, subject to the terms, provisions and conditions set forth in said instrument.

hereinafter sometimes referred to as "Easement Parcel".

2. **Uses.** Grantee is granted a perpetual easement for the installation and construction of a public road for ingress and egress to the property being developed by Grantee and described herein and in addition, the Grantee shall have a continuing easement over, above and across the real estate herein described as the "Easement Parcel" to inspect, maintain, or repair such roadway.

3. **Exclusive Easement.** The easement granted by the Grantor to the Grantee herein is exclusive. The Grantor does not reserve the right to grant to others the right to use said access parcel for ingress and egress purposes other than the purposes set forth herein as a public road.

4. **Dedicated Road Right-of-Way.** The easement granted by the Grantor to the Grantee is for the construction of a public road through Grantor's land and said Easement Parcel shall be considered hereafter as a dedicated road right-of-way to the Town of Schererville, Lake County, Indiana, provided, however, that legal ownership of the Easement Parcel shall be retained by Grantor.

5. **Term.** Grantee and his respective heirs, successors and assigns shall have and hold said easement rights forever according to the terms and conditions herein. It is intended by the parties to this easement that this easement shall be a perpetual easement

for public roadway purposes and said covenants shall run with the land and not be construed as a personal easement.

6. Maintenance. The Grantee agrees to maintain said roadway easement and to pay for all costs, expenses, or otherwise for said construction, inspection and maintenance of said roadway until such time as the dedication of the roadway is accepted by the Town of Schererville and the Town of Schererville assumes responsibility for the repair and maintenance of the roadway.

7. Right of Assignment. Grantee herein has a right to assign or convey his rights hereunder, including, but not limited to, dedication of the roadway easement to the Town of Schererville, Indiana.

8. Miscellaneous. This conveyance is subject to all other prior easements, covenants, conditions, limitations and restrictions contained in prior instruments of record, is subject to other utilities presently located within said easement, and is being executed in conjunction with an agreement between the parties dated the 28th day of May, 1992.

9. Additional Terms.

a. This Agreement sets forth the entire understanding of the parties and shall not be changed or terminated orally.

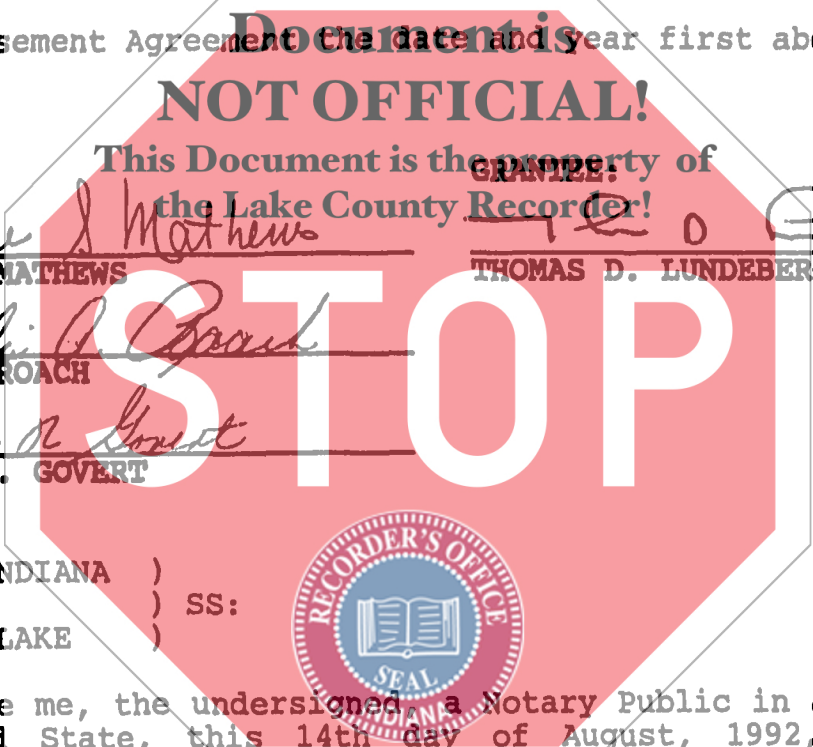
b. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the heirs, successors and assigns of the parties.

c. This Agreement shall be construed according to the laws of the State of Indiana.

d. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

10. Dedication. The Grantor and Grantee by this instrument hereby dedicate the Easement Parcel to the Town of Schererville for roadway purposes subject to the acceptance by the Town of Schererville.

IN WITNESS WHEREOF, the parties have hereunder executed this Roadway Easement Agreement ~~the date and year~~ first above written.



GRANTOR:

Dianne S. Mathews
DIANNE S. MATHEWS

GRANTEE:
Thomas D. Lundberg
THOMAS D. LUNDEBERG

Sheila A. Roach
SHEILA A. ROACH

Marcella R. Govert
MARCELLA R. GOVERT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 14th day of August, 1992, personally appeared DIANNE S. MATHEWS, SHEILA A. ROACH and MARCELLA R. GOVERT and acknowledged the execution of the foregoing Roadway Easement Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Sue A. Langer
Sue A. Langer, Notary Public


My Commission Expires: December 18, 1994

County of Residence: Lake

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

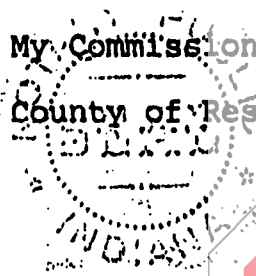
Before me, the undersigned, a Notary Public in and for said County and State, this 14th day of August, 1992, personally appeared THOMAS D. LUNDEBERG and acknowledged the execution of the foregoing Roadway Easement Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.


Sue A. Langer, Notary Public

My Commission Expires: December 18, 1994

County of Residence: Lake



This instrument prepared by RHETT L. TAUBER, Esq.
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Attorney No. 807-45
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Merrillville, IN 46410
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