

In Re The Title of: 1401 S. Broad St. GRF 46319  
N1/2 S1/2 SE1/4 NW1/4 S.11 T.35 R.9  
EX W.33FT. N.30FT & E.33FT.  
CONT'G 9.385 AC

93041162

Real Estate Tax Key No. 11-150-67

**FILED**

JUN 25 1993

LICENSE AND EASEMENT AT WILL  
FOR INGRESS/EGRESS

Agreement made this 24<sup>th</sup> day of JUNE 1993, by and between *Don N. Antone*  
LAKE COUNTY

VERNON T. FASSOTH and AURORA A. FASSOTH (hereinafter FASSOTH) and TIMOTHY G. OWCZARZAK (hereinafter OWCZARZAK).

WHEREAS FASSOTH is the owner of the above described land and real estate, across which runs a private road and driveway leading from the land owned by OWCZARZAK, across the land owned by FASSOTH, and back onto the land owned by OWCZARZAK; and

WHEREAS, OWCZARZAK has from time to time, during the proceeding several years passed and repassed along and across said private road and driveway; and now dispute and uncertainty exists between the parties as to the ownership and use of said private road and driveway; and

IT IS NOW AGREED AS FOLLOWS, for the purpose of amicably settling and resolving all such disputes and uncertainty regarding the ownership and use of the private road and driveway:

- 1) OWCZARZAK admits and acknowledges that he has no right or claim to the land, or the private road and driveway; except by license and consent by FASSOTH.
- 2) FASSOTH now agrees that OWCZARZAK may, without further license on the part of FASSOTH, use and enjoy the said private road and driveway for the purpose of passing and repassing along the same with or without vehicles.
- 3) The location of said private road and driveway is shown on the attached map and plat.
- 4) Said license shall continue during the period of one year from the date hereof and so on from year to year until this agreement and license shall be terminated and canceled by FASSOTH. This license and agreement shall be terminated and canceled upon 30 days written notice, delivered by FASSOTH to OWCZARZAK.



STATE OF INDIANA/S.S.NO.  
 LAKE COUNTY  
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 SAMUEL S. HELICH  
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5) It is further agreed that FASSOTH shall have no duty or liability for the maintenance and repair of said road and driveway. All costs and expenses of repair and maintenance shall be that of OWCZARZAK.

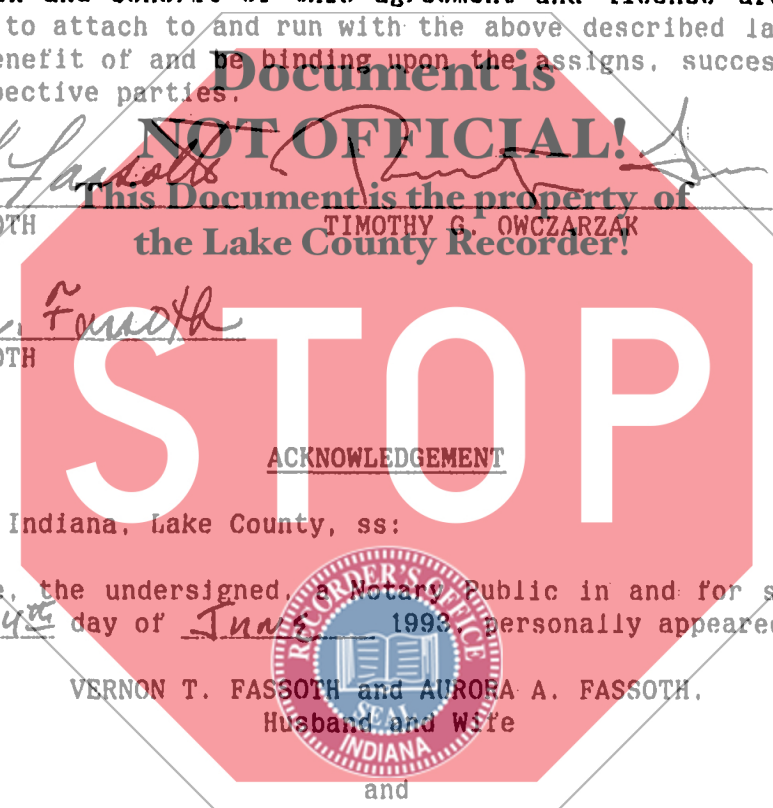
Upon termination of this license, any and all improvements; including the road and driveway itself, shall become the property of FASSOTH.

6) The lapse of time, and continued use of the road and driveway, shall not create any further or additional rights or claims on the party of OWCZARZAK.

The burden and benefit of this agreement and license are intended, so far as may be, to attach to and run with the above described land; and, shall inure to the benefit of and be binding upon the assigns, successors and grantee of the respective parties.

*Vernon T. Fassoth*  
VERNON T. FASSOTH  
*Timothy G. Owczarzak*  
TIMOTHY G. OWCZARZAK

*Aurora A. Fassoth*  
AURORA A. FASSOTH



ACKNOWLEDGEMENT

State of Indiana, Lake County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 24<sup>th</sup> day of June, 1998, personally appeared:

VERNON T. FASSOTH and AURORA A. FASSOTH,  
Husband and Wife

and  
TIM OWCZARZAK

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires DECEMBER 12, 1998.

*Kenneth A. Manning*  
Notary Public  
Kenneth A. Manning

Resident of Lake County.

Instrument prepared by:  
Kenneth A. Manning  
Attorney at Law  
200 Monticello Drive  
Dyer, Indiana 46311

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