174492 1st Led Ama

Sun Ho

93042867

GRANT OF EASEMENT

(Canopy Area and Drive Through Lane)

DAVID WILCOX, not individually, but solely as TRUSTEE of Trust No. 143943, under a Trust Agreement dated November 9, 1988, and the Forest Park Plaza Condominium Association, Inc., an Indiana corporation, of Highland, Indiana, as Grantors, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain sellend convey An perpetuity, to FIRST FEDERAL SAVINGS TROAD ASSOCIATION OF HAMMOND, of Hammond, Indiana, a national thrift topporation, as grantee, and their respective successors and assigns, an exclusive easement in, over, upon through the following described real estate:

A. Canopy Area:

JUN 3 0 1998

Part of the common area in Forest Park Plaza a later Horizontal Property Regime, established by Deolars 100 of Condominium recorded October 30, 1989, as Docume to No. 1065745 and shown in Plat book 67, page 35, in the office of the Recorder of Lake County Indiana, and more particularly described as follows:

Part of Lot 1, Forest Park at 38th, a Planned Unit Development in the Town of Highland, as recorded in Rlat Book 66, page 42 in the Office of the Recorder of Lake County, Indiana and more particularly described as follows: Beginning at the Southeast corner of Unit No. 1, in Forest Park Plaza, a Horizontal Property Regime established by Declaration Condominium recorded on October 30, 1989 as Document No. 065745, in Plat Book 67, page 65 in the Office of the Recorder of Lake County; thence Southerly along the extension of the East line of said Unit No. 1, a distance of 32.2 feet; thence Westerly, parallel to the South line of said Unit No. 1, a distance of

Jun 30 3 47 PH 193
SANGEL CRLICH
RECORDER

STATE OF INDIVIDUALS.S.HO.

LAKE COUNTY

FILED FOR RECORD

02127

XXX

60.67 feet; thence Northerly, parallel to the East line of said Unit No. 1, a distance of 32.2 feet; thence Easterly along the South line of said Unit No. 1, a distance of 60.67 feet to the point of beginning, in Highland, Lake County, Indiana.

l

B. Drive Through Lane:

Part of the common area in Forest Park Plaza, a Horizontal Property Regime, established by Declaration of Condominium recorded October 30, 1989, as Document No. 065745 and shown in Plat Book 67, page 35, in the office of the Recorder of Lake County, Indiana, and more particularly described as follows:

Part of Lot 1, Forest Park at 38th, a Planned Unit Development in the Town of Highland, as recorded Nin Plat Book 66, page 42 in the Office of the Recorder of Lake County, Indiana and more's particulantly described res of 61 lows: Commencing at the Northwest corner of said Not 1; thence south 88 44, 30 East, along the North line of said Lot 1, a distance of 7.5 feet to the point of beginning; thence South 0° 53' 45" West parallel to the West line of said Lot 1, a distance of 216.1 feet to a point of curve; thence Southeasterly along a curve concave to the Northeast and having a radius of 35.0 feet, an arc distance of 54.98 feet; thence South 89° 06" 15" East, a. distance of 4.0 feet; thence North 0° 53' 45" East, a distance of 12.0 feet; thence North 89° 06' 15" West a distance of 4.0 feet to a point of curve; thence Northwesterly along a curve concave to the Northeast and having a radius of 23.0 feet, an arc distance of 36.13 feet; thence North 9%50 45" East, a distance of 216.0 feet to the North line of said Lot 1; thence North 88° 44' 30" West, along the North line of said Lot 1, a distance of 12.0 feet to the point of beginning, in Highland, Lake County, Indiana.

The easements shall be for the following purposes and none other:

<u>Canopy Area</u>: The Canopy Area and the pavement thereunder and the area beneath the pavement, shall be used for business and

commercial transactions directly related to and required for the business and commercial use of adjoining Unit 1, Forest Park Plaza, Forest Park at 38th, to the Town of Highland, Indiana, as per plat thereof.

Drive Through Lane: The Drive Through Lane, and its pavement, shall be used as a Drive Through Lane for vehicles intended to enter the Canopy Area and to be served thereunder in connection with business and commercial transactions directly related to and required for the business and commercial use of Unit 1, Forest Park Plaza, Forest Park Plaza, Forest Park Plaza, to the Town Af Highland, Indiana, as per plat thereof This Document is the property of

Said grant of easements shall be subject, nevertheless, to the following limitations, conditions, covenants and agreements:

- assigns, are obligated hereby to maintain, repair and replace the structures or facilities constructed and created within and as a part thereof, including but not limited to the Canopy Area, its roof, its supports, its pavement surface and appurtenances, its underground facilities and appurtenances, and the improvements associated therewith.
- 2. As to the Drive Through Lane, the Grantee, its successors or assigns, are obligated hereby to maintain, repair and replace the Drive Through Lane structure and facility, including the pavement and curb, except as to removal of snow, which removal of snow (for both the Drive Through Lane and Canopy Area) shall be the obligation of the Forest Park Plaza Condominium Association, but

which obligation shall be performed at the same time and in the same manner as removal of snow for the remainder of the condominium.

- 3. The Grantee, its successors and assigns, shall pay to the Forest Park Condominium Association the pro-rata share of real estate taxes directly applicable to the roof, structure, pavement, and facilities which comprise the Canopy Area and Drive Through Lane.
- 4. The easements franted herein era appurtenant to and shall run with the land and shall be for the exclusive use and benefit of Unit 1, Forest Tark Plazament boths property Park at 38th to the Town of Highland, as per plat thereof.
- 5. In all other respects and for all other purposes, the rights and obligations of the Grantors and Grantee under the Horizontal Property Law of Indiana, and the Forest Park Plaza Declaration of Condominium, its by-laws, and its rules and regulations shall remain in Fall force and effect.
- 6. The provisions, agreements, conditions and limitations set forth in this Grant of Easement shall be binding upon and inure to the benefit of the Grantors and Grantee, their heirs, personal representatives, successors and assigns.
- 7. The Grantors covenant and agree that so long as the easement granted herein remains in full force and effect, the Forest Park Plaza Condominium Association shall at all times permit and allow ingress and egress through common areas between the Drive Through Lane and the Canopy and between the Canopy and Cline

Avenue.

8. The Grantee expressly understands and agrees, anything herein to the contrary notwithstanding, that the representations, warranties and agreements herein made on the part of the TRUSTEE are made and intended not as personal representations, warranties and agreements of the TRUSTEE; that this instrument is executed and delivered by such TRUSTEE not in its own right, but solely in the exercise of the powers conferred upon it as TRUSTEE; and that no personal liability or parameter appreciability is assumed by nor shall at any time be agreed or inforceable against such TRUSTEE on account of the truster and the said TRUSTEE in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on the Grantors, personally, under the provisions of the Comprehensive Environmental Responsibility Compensation and Liability Act (CERCLA) or the Indiana Responsibility Property Transfer Law (the Act) as amended from time to time or any other federal, state or local rule or regulation. The Grantors, personally, are not a "Transferor" under the Act and makes no representations or warranties concerning any possible environmental defects. In making any representation or warranty herein, the Grantors are relying solely on information furnished to it by others and not of its own knowledge and specifically exculpate themselves from any liabilities, responsibilities or damages as a result of including

any representation or warranty in this instrument.

The information contained in this instrument has been furnished the undersigned by the beneficiaries of the TRUSTEE and the statements made herein are made solely in reliance thereon and no responsibility is assumed by the undersigned TRUSTEE, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITH		said Grantor	s have set	their hands and
Beats chip	out day	o cument	13	, 1993.
	NOT	r OFFIC	AL!	
	This Docu	ment is the	roperty/of	
. (the Lal	ke County Re	FUSION NO. 14	as: Trustee of
3. S.				
			EST PARK PLA	AZA CONDOMINIUM
				75.2· \
· ·		By		President
		Para	3	
		By	J. Gregory	Price Secretary
STATE OF IND	XAN'A A	E GROEK'S OF	o. Treat.	110.00
) SS:			
COUNTY OF LA				
On this	8.4h day of	NOUNDER	<u></u>	1993, before me, unty aforesaid,
a Notary Pu	blic in and	for said st	ate and co	unty aforesaid, s President, and
J. GREGORY	PRICE	, as Seci	etary, of	the Forest Park the persons who
Plaza Condom executed the	inium Associa within Grant	tion, known t of Easement	o me to be	the persons who edged to me that
they execute	d the same for	the purpose	s therein st	tated.
			mita L. C	Agentery Public
		Anita Cou	L. Agerter ntv of Reside	O, Notary Public nce: LAKE
My Commissio	n Expires:		<u>-</u>	
3-19-96				

•
STATE OF INDIANA
COUNTY OF LAKE
On this 8th day of June , 1993, before me, a Notary Public in and for said state and county aforesaid, personally appeared DAVID WILCOX, as Trustee, known to me to be the person who executed the within Grant of Easement and acknowledged to me that he executed the same as Trustee for the purposes therein stated.
1/20 M.
Hazel J. Gardin , Notary Public
My Commission Expires: County of Residence: Lake
5-14-97 Document is
NOT OFFICIAL!
Theed tance of eathe professioner
the Lake County Recorder!
The undersigned FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF
HAMMOND, of Hammond, Indiana, as Grantee above, accepts the Grant
of Easement and for itself, its successors and assigns, it agrees
to be bound by the provisions, agreements, conditions, limitations
and obligations set forth above
Dated this 23 day of the part
ATTEST: By: John Hancock
William F. McNabucy John Hancock
STATE OF INDIANA)
COUNTY OF LAKE SS:
On this 33 day of June, 1993, before me, a Notary Public in and for said state and county aforesaid,

DOTEG .

personally appeared Lohn Hancock + William F. Mc Waber of FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF HAMMOND, known to me to be the person who accepted the within Grant of Easement in behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.

John E. Chevigny Notary Public County of Residence:

My Commission Expires:

9/7/96

APPROVAL BY CONTOUNIENT APPROVAL BY CONTOUNIENT APPROVAL

The Declaration of Condominium of Athel Forest Park Plaza Condominium Association of Lake County Recorder!
"A" (attached hereto) on May 27, 1993. The Grant of Easement to First Federal Savings and Loan Association of Hammond was approved and authorized by the Forest Park Plaza Condominium Association, by a unanimous vote of its Directors at a Board meeting held on May 29, 1993.

The undersigned President and Secretary of the Forest Park. Plaza Condominium Association inc. certify that the foregoing action was taken by the entities identified above at the time and place set forth above.

Dated this 23 day of June, 1993.

FOREST PARK PLAZA CONDOMINIUM ASSOCIATION, INC.

By:

James Price

President

ATTEST:

Prepared By: Attorney Eugene Fiengold