

Merrillville Conservancy
7

94030662

EASEMENT FOR INGRESS AND EGRESS

THIS AGREEMENT, made and entered into between the MERRILLVILLE CONSERVANCY DISTRICT, by and through its Board of Directors, hereinafter referred to as the "MCD", and IAIN WEIR PATERSON AND HELEN ELEANOR PATERSON, husband and wife, hereinafter referred to as the "OWNERS".

WITNESSETH:

WHEREAS, the MCD is presently in the process of constructing a new lift station for sanitary sewage system, the location of which is in a northeasterly direction from the real estate owned by the OWNERS; and

WHEREAS, it will be necessary for the MCD to gain access to the said lift station in order to construct and in the future maintain said lift station; and

WHEREAS, the only practical way to gain access to said lift station site is on and across a driveway constructed of stone which now enables the OWNERS to reach their home; and

WHEREAS, the OWNERS hereby agree to grant and convey over their existing driveway, a perpetual easement for ingress and egress to the MCD for the purpose of using said easement for any and all vehicles necessary to construct said lift station, and in the future, to give access to any and all MCD vehicles and/or other service vehicles hired by the MCD to service said lift station. The legal description of said Easement is already recorded in the Lake County Recorder's Office under Instrument Number 755205 (DR 1382, P. 42). A copy of the sketch of said Easement is attached hereto and marked Exhibit A.

NOW, THEREFORE, BE IT AGREED UPON BETWEEN THE PARTIES AS FOLLOWS:

1. That the OWNERS hereby agree to grant and convey a perpetual easement to the MCD for the purpose of permitting vehicles of any kind or description to cross said easement for the purpose of constructing a lift station, and in the future maintaining said lift station. The description of the Easement granted by the OWNERS is already recorded in the Lake County Recorder's Office under Instrument Number 755205 (DR 1382, P. 42).

2. The MCD agrees as a consideration for granting said right of ingress and egress to resurface the existing stone driveway owned by the OWNERS with the same surface and the same quality that it intends to use in the construction of its own road giving it access to the lift station which lies directly north of the driveway and the easement granted by the OWNERS. It being the intention of the MCD that if it surfaces its own driveway with asphalt, that it will also surface the OWNERS' driveway in the easement with asphalt of the same quality and depth. However, if the MCD determines that it wishes to improve its own driveway with crushed stone, that it will also surface the easement for ingress and egress which is granted by this easement with the same quality of stone that it uses in constructing its own driveway. The MCD also agrees that it will maintain in good repair at its sole cost and expense the surface of the easement granted by this document as long as it is in force and effect.

FILED

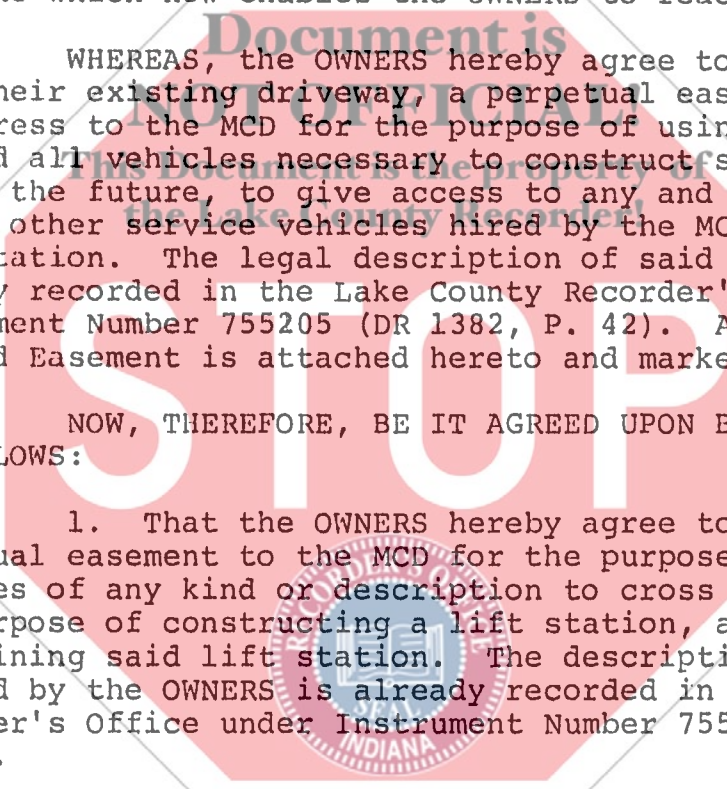
APR 22 1994

KEY 15-17-45

Anna N. Anton

AUDITOR LAKE COUNTY

STATE OF INDIANA
LAKE COUNTY
FILED
APR 22 1994
6:23 AM
S. P. RECORDER



61052
Handwritten initials

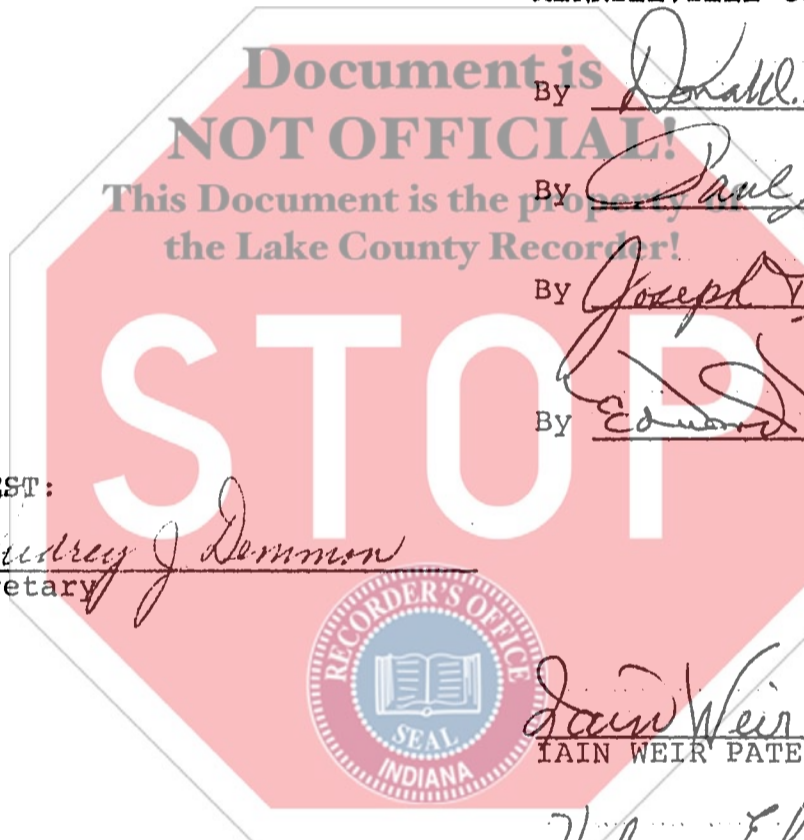
3. The grant of this Easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement, their respective heirs, successors or assigns.

4. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

5. Any modifications of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be signed this 18th day of February, 1993.

MERRILLVILLE CONSERVANCY DISTRICT



BY Donald M. M

BY Paul F. Volk

BY Joseph J. Sanok

BY Edward M. Spasara

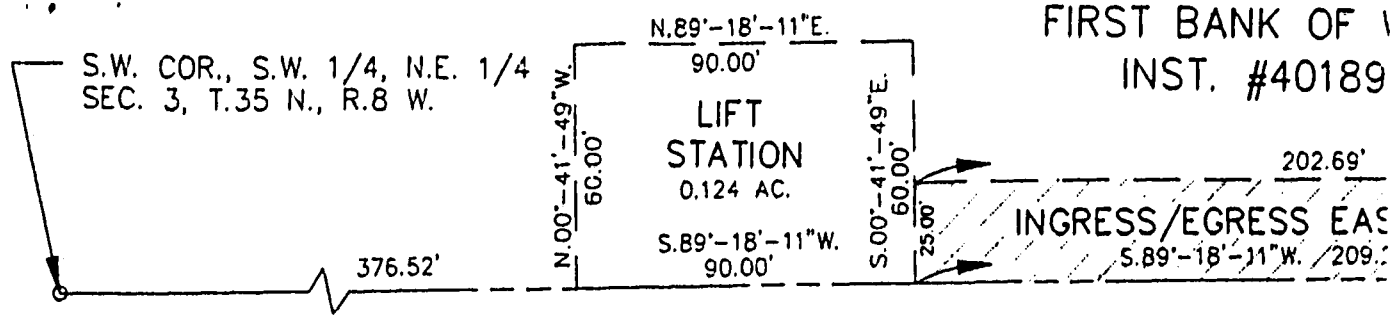
ATTEST:

Cecily J. Demmon
Secretary

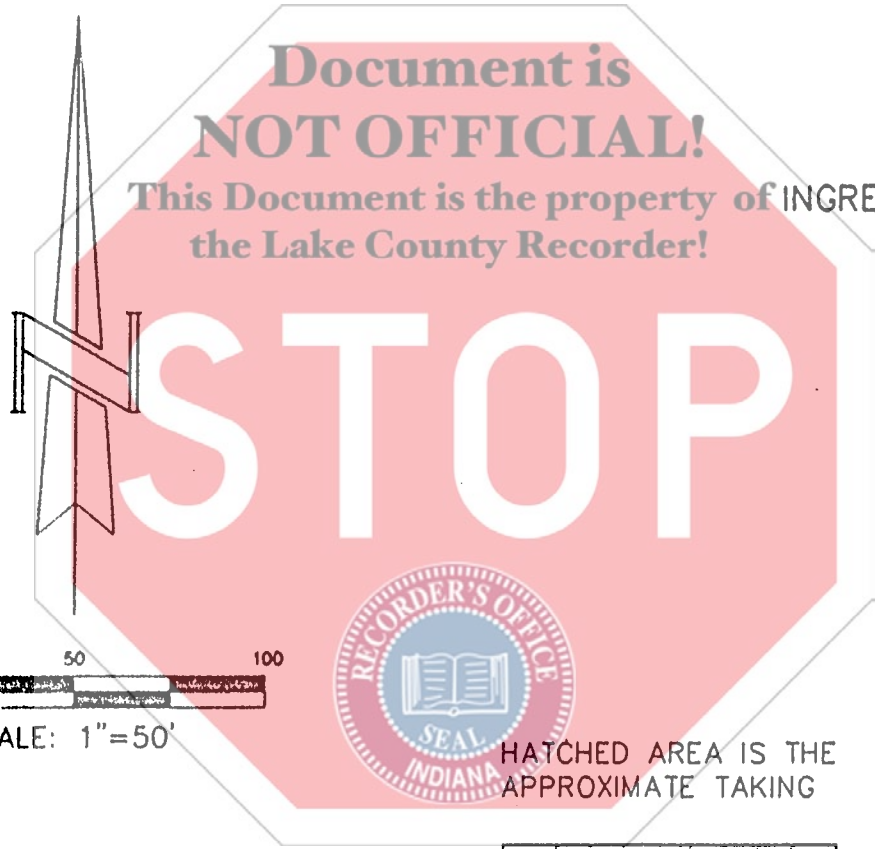
Iain Weir Paterson
IAIN WEIR PATERSON, OWNER

Helen Eleanor Paterson
HELEN ELEANOR PATERSON, OWNER

This instrument prepared by:
MARTIN H. KINNEY
Attorney at Law
500 East 86th Avenue
Merrillville, Indiana, 46410



FIRST BANK OF
INST. #40189



SCALE: 1"=50'

HATCHED AREA IS THE APPROXIMATE TAKING

0.118 AC.

0.232 AC.

0.080 AC.

This sketch was prepared from information obtained from the Recorder's office and other sources, and not necessarily checked by a field survey.

EXHIBIT A

NG'

N.E. COR. N.W. 1/4, S.E. 1/4
SECTION 3, T35N, R8W

S.15°-21'-19"E. 25.84'

655.07'

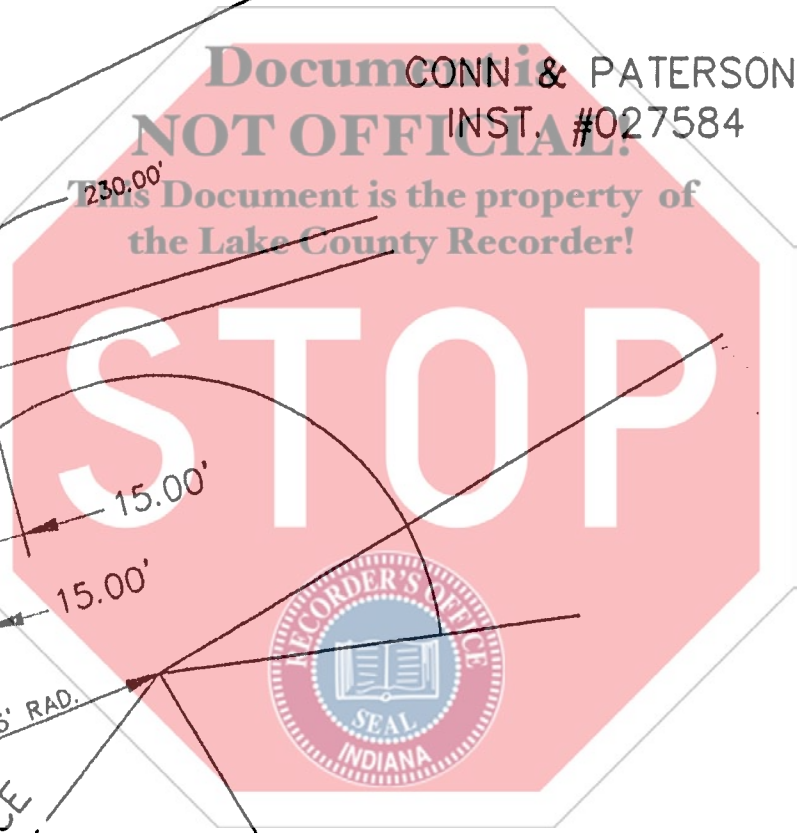
PATERSON
INST. #755205
(D.R. 1382, P.42)

75° 20' 30"

30.00'

CONN & PATERSON
INST. #027584

This Document is the property of
the Lake County Recorder!



456.86'

15.00'

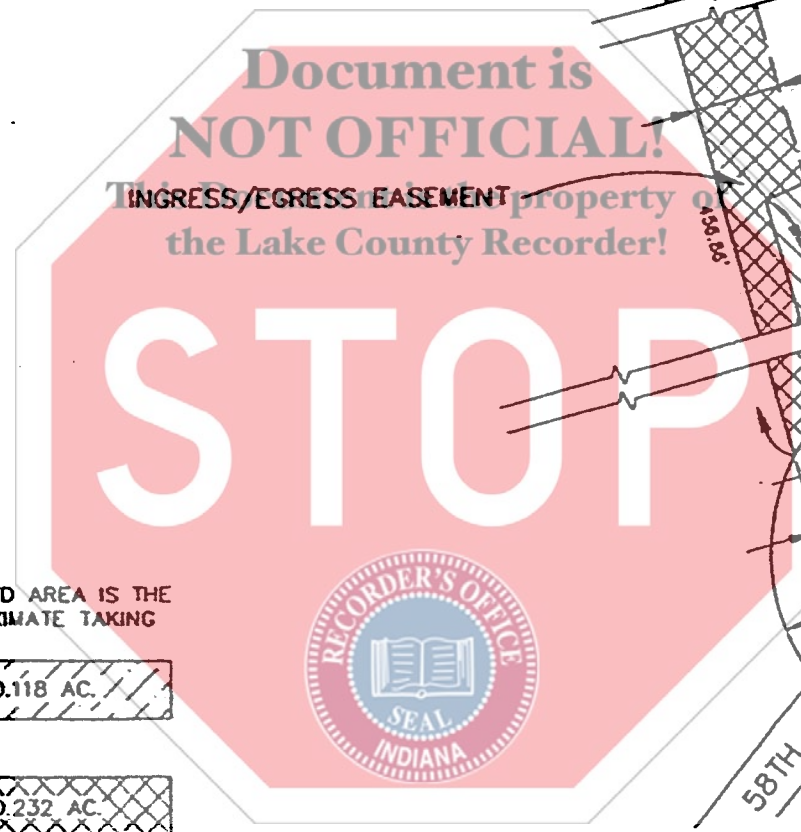
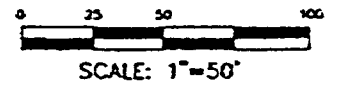
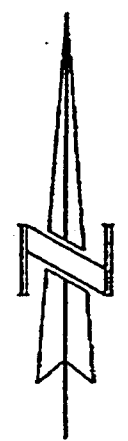
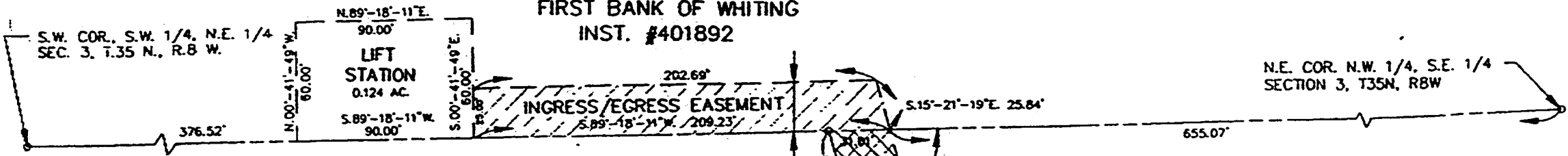
15.00'

75' RAD.



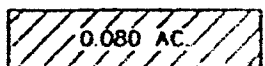
58TH. PLACE

SKETCH OF EASEMENTS REQUIRED
FOR
MERRILLVILLE CONSERVANCY DISTRICT
SANITARY SEWER SYSTEM IMPROVEMENTS PROJECT
PROJECT NO. 91203-0.01

PREPARED BY : R.W. ARMSTRONG
2801 S. PENNSYLVANIA STREET
INDIANAPOLIS, INDIANA 46225
MAY 11, 1992



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-  0.118 AC.
-  0.232 AC.
-  0.080 AC.

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