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**GRANT OF EASEMENT** 

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THIS GRANT OF EASEMENT made this 17th day of September, 1996, by PHYLLIS WISNIEWSKI, hereafter "GRANTOR", to RICHARD WISNIEWSKI and PATRICIA WISNIEWSKI, as Husband and Wife, hereafter "GRANTEES".

The GRANTOR states and represents that she owns and has title to certain real estate located in the Town of Cedar Lake, in Lake County, Indiana, and that she desires to grant an Easement to the GRANTEES for the purposes of ingress-egress and maintaining utilities.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged by the GRANTOR, the GRANTOR does hereby grant, bargain, sell, convey and warrant unto the GRANTEES, their successors and assigns, an Easement with the right, privilege and authority in GRANTEE, at its own expense, to enter upon, dig, construct, install, operate, maintain, replace, deepen, repair and keep in repair the subject real estate for the specific purpose of ingress egress and maintaining utilities in only upon, along, over, under and across the real estate awared by the GRANTOR and situated in take County, Indiana, which real estate is described in Exhibit "A" attached hereto and made a part hereof.

The GRANTEES shall have the right, at their expense, to enter along, over and upon the Easement for the purposes permitted herein, at will, and to make such alterations and improvements therein as may be necessary or useful for such purposes; further, the GRANTEES shall have the right of ingress and egress over adjoining premises and lands when necessary and without doing damage to the adjoining lands, and only for temporary purposes, and shall not otherwise enter upon lands adjoining said Easement.

The GRANTOR covenants for the GRANTOR, the GRANTOR'S grantees, successors and assigns, that the GRANTOR shall not erect or maintain any building or other structure or obstruction on or over the Easement granted herein while the Easement is in effect, and gives the GRANTEES the right to remove any such obstruction, or grant additional easements over, across or on the real estate in which the Easement is hereby granted, except by express written permission from the GRANTEES, in accordance with the terms thereof, which permission, when in writing and recorded, shall run with the real estate.

The GRANTOR hereby covenants that she is the owner in fee simple of the real estate, is lawfully seized thereof, and has a good right to grant and convey the foregoing Easement herein.

The GRANTOR further guarantees the quiet possession hereof and shall warrant and defend GRANTEES' title to the Easen entitle gainst all lawful claims.

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This Easement Agreement shall be binding upon the GRANTOR, the GRANTOR'S Heirs, Personal Representatives, Successors and Assigns, and upon all other Parties claiming by, through or under the GRANTOR, and the same shall inure to the benefit of GRANTEES herein, their Personal Representatives, Heirs, Successors, and Assigns.

IN WITNESS WHEREOF, this Grant of Easement has been duly executed this 17th day of September, 1996.

**GRANTOR** 

ellis Wisniewski

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STATE OF INDIANA This Document is the property of Lake County Recorder!

COUNTY OF LAKE

Before me, a Notary Public, in and for the said County and State, personally appeared, PHYLLIS WISNIEWSKI, Grantor, and acknowledged the execution of the foregoing Grant of Easement as her voluntary act and deed. Witness rhy hand and Notarial Seal this 17th day of September, 1996.

My Commission expires:

Resident of Lake

This Instrument prepared by Austgen and Decker, by David M. Austgen. Attorney at Law, 5201 Fountain Drive, Suite A, Crown Point, IN 46307

## **EXHIBIT A**

A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 21. TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN DESCRIBED AS COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 21 WITH THE NORTH LINE OF THE SOUTH FIFTEEN (15) ACRES OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, THIS LINE BEING ALSO THE SOUTH LINE OF THE NORTH TWENTY-FIVE (25) ACRES OF SAID QUARTER, QUARTER SECTION, WHICH IS ALSO THE SOUTH LINE OF WILDWOOD ESTATES ADDITION AS SHOWN IN PLAT BOOK 45. PAGE 95. IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA: THENCE SOUTH 00 DEGREES 20 MINÚTES 11 SECONDS EAST (BASIS OF BEARINGS; EAST LINE OF WILDWOOD ESTATES) ALONG SAID EAST LINE, 400.0 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 278.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH OADEGREES 20 MINUTES 11 SECONDS WEST ALONG A LINE PARALLEL TO SAID EAST LINE, EAST HALF, SOUTHWEST QUARTER, 340.0 FEET TO A POINT ON A LINE, SAID LINE BEING PARALLEL WITH AND 600 REETOSOUTH AS MEASURED PERPENDICULAR TO THE SOUTH LINE OF SAID WILDWOOD ESTATES ADDITION AND ALSO GLEN OAKS ADDITION AS SHOWN IN PLAT BOOK 73, PAGE 39; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 516.3 FEET TO THE EAST LINE OF A PARCEL OF LAND CONVEYED TO ADELINE SMITH, RECORDED ON DECEMBER 9, 1994 AS DOCUMENT NO. 94083166; THENCE NORTH ALONG SAID EAST LINE OF SAID PARCEL 60.0 FEET TO THE SOUTH LINE OF SAID GLEN OAKS ADDITION : THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE AND ALSO ALONG THE SOUTH LINE OF SAID WILDWOOD ESTATES ADDITION, 576.3 FEET TO THE SOUTHWEST CORNER OF SAID LINE BEING PARALLEL WITH SAID EAST LINE, EAST HALF, SOUTHWEST QUARTER THENCE SOUTH 00 DEGREES 20 MINUTES IN SECONDS EAST ALONG SAID PARALLEL LINE 400.0 FEET; THENCE NORTH 90 DEGREES 90 MINUTES 00 SECONDS WEST 60.0 FEET TO THE POINT OF BEGINNING.

LOT 12 IN SAID WILDWOOD ESTATES ADDITION BEING ALSO A POINT ON A LINE,