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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

101 N. East St.
Ct Pl 46307
Crown Point City of:

97 FEB 11 1997
AGREEMENT CONCERNING UTILITY EASEMENT

MORRIS W. CARTER
RECORDER

WHEREAS, Al Paulauski and Lake County Trust #4393 are the owners in fee simple of the following described property in the City of Crown Point, Indiana:

1210 Covington Court, Crown Point, Indiana, more particularly described as follows:

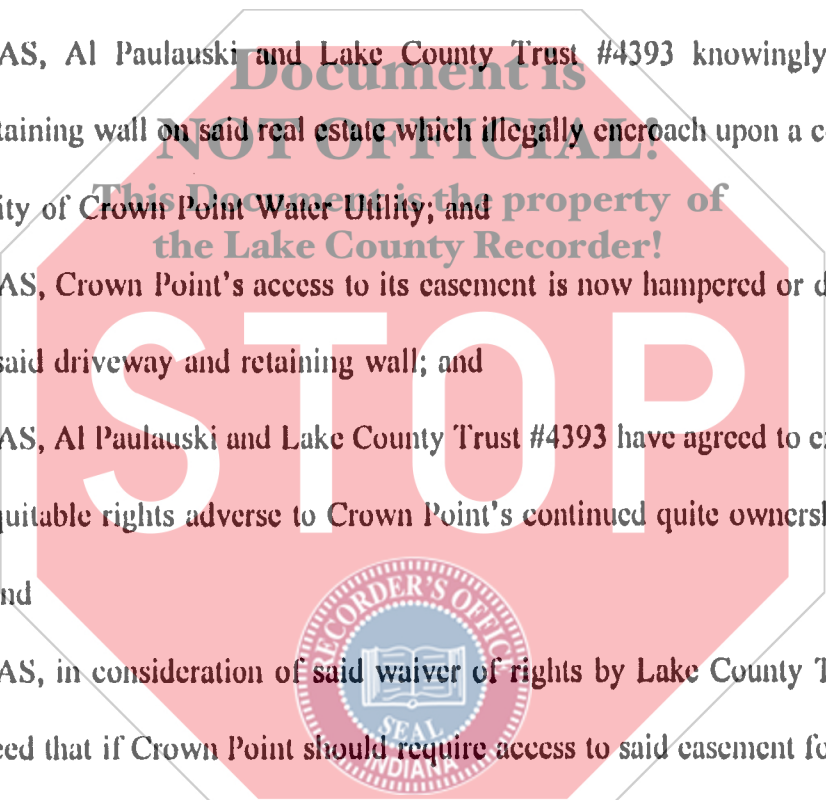
Lot 8 in Briar Estates in the City of Crown Point as per plat thereof recorded in Plat Book 64, Page 41, in the Office of the Recorder of Lake County, Indiana.

WHEREAS, Al Paulauski and Lake County Trust #4393 knowingly constructed a driveway and retaining wall on said real estate which illegally encroach upon a certain easement owned by the City of Crown Point Water Utility; and

WHEREAS, Crown Point's access to its easement is now hampered or disturbed by the construction of said driveway and retaining wall; and

WHEREAS, Al Paulauski and Lake County Trust #4393 have agreed to execute a waiver of all legal or equitable rights adverse to Crown Point's continued quite ownership and right to said easement; and

WHEREAS, in consideration of said waiver of rights by Lake County Trust #4393 the parties have agreed that if Crown Point should require access to said easement for any reason in the future the City of Crown Point shall be responsible for any repairs to the retaining wall resulting solely from the actions of Crown Point in gaining access to said easement and that Lake County Trust #4393 and Al Paulauski, and their respective heirs, assigns, grantees or legatees of any rights in said real estate, shall be solely responsible and hold Crown Point harmless on any costs, repairs or damage to the driveway that may result from Crown Points exercising its rights to access said easement at any time in the future.



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SAM ORLICH
RECORDER LAKE COUNTY

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NOW, THEREFORE, THE PARTIES NOW AGREE AND COVENANT AS FOLLOWS:

1. The City of Crown Point shall be responsible for the costs of any repairs to the retaining wall resulting solely from Crown Point's utilization or use of its easement on the following described property:

1210 Covington Court, Crown Point, Indiana, more particularly described as follows:

Lot 8 in Briar Estates in the City of Crown Point as per plat thereof recorded in Plat Book 64, Page 41, in the Office of the Recorder of Lake County, Indiana.

2. Al Paulauski and Lake County Trust #4393, and their heirs, assigns, grantees or legatees, shall be responsible for, and hold the City of Crown Point harmless from, any costs of repair, expenses, damages or attorney fees, resulting from any damage incurred or suffered to the driveway upon said real estate resulting from Crown Point's access, or need to access, the easement located on said real estate.


3. Al Paulauski and Lake County Trust #4393, and their heirs, assigns, grantees or legatees, hereby waive any and all legal or equitable rights that are or may be adverse to Crown Point's quiet enjoyment and use of said utility easement located upon the above describe real estate.

4. The undersigned individuals do hereby affirm upon the penalties provided for perjury that they are the authorized representatives of the respective entities that they purport to represent.

Lake County Trust Company as Trustee for Trust #4393:

By: **SEE SIGNATURE PAGE ATTACHED**
Authorized Representative of Trust #4393

Date: _____


Al Paulauski

Date: 11-1-96

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of 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 LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

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

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 1st day of November, 1996.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated January 8, 1993 and known as Trust No. 4393.

BY: Elaine M. Worstell
Elaine M. Worstell, Trust Officer

ATTEST:
BY: Sandra L. Stiglitz
Sandra L. Stiglitz, Assistant Secretary

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of LAKE COUNTY TRUST COMPANY, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said Corporation and as their free and voluntary act, acting for such Corporation, as Trustee.

Witness my hand and seal this 1st day of November, 1996.

Leah Susanne Anderson
Leah Susanne Anderson-Notary Public

My Commission Expires: 4-7-99 Resident: Lake County, Indiana