

4301 Lucas-Place
494440, RD

FILED

EASEMENT AGREEMENT

1997

9

SAMORLICH
LAKE COUNTY

Chicago Title Insurance Company

THIS EASEMENT AGREEMENT, (hereinafter referred to as the "Agreement") made and entered into this 31st day of October, 1997, by and between Jean A. Streeter, (hereinafter referred to as "Streeter") and Dennis L. Streeter and Mable I. Streeter, as Trustees of the Dennis L. Streeter Trust dated June 15, 1997, (hereinafter collectively referred to as "Trust"),

97085406

W I T N E S S E T H:

WHEREAS, Streeter owns and has title to the real estate legally described as Lot 2, South Cady Subdivision, to the Town of Griffith as shown in Plat Book 83, Page 29, in Lake County, Indiana, (hereinafter referred to as "Lot 2") which Lot 2 (consisting of 6.36 acres more or less) is depicted on the Subdivision Concept Plan prepared by Geoffrey L. Grant dated August 23, 1996 (with revisions the most recent of which is March 21, 1997), which Subdivision Concept Plan is attached hereto, made a part hereof, marked as Exhibit "A", and hereinafter referred to as the "Plan; and

97 OCT 19 AM 10:17

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

WHEREAS, the Trust owns and has title to the real estate legally described as Lot 1, South Cady Subdivision, to the Town of Griffith as shown in Plat Book 83, Page 29, in Lake County, Indiana, (hereinafter referred to as "Lot 1"), which Lot 1 (consisting of 1.13 acres) is depicted on the Plan; and

WHEREAS, Lot 1 and Lot 2 were previously owned by the Trust as one parcel; and

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2600
ct
su

WHEREAS the building on Lot 1 has been and continues to be used as a medical office building (hereinafter referred to as the "medical building") and Lot 2 contains a single family residence and two detached garages (hereinafter collectively referred to as the "residence"); and

WHEREAS, access to Broad Street, Griffith, Indiana by ingress to and egress from Lot 2 has always been provided by the asphalt area adjacent to and north of the sidewalk along the north side of the medical building, and south of the south line of the 50 foot wide Amoco pipeline easement (hereinafter referred to as the "Asphalt Area"), and the 10 foot wide asphalt drive which is located on the west side of Lot 1 between the existing shrubs (hereinafter referred to as the "Asphalt Drive"), all as depicted on the Plan; and

WHEREAS, now that the original one parcel has been subdivided into Lot 1 and Lot 2, the parties hereto wish to provide for the continued ingress to and egress from Lot 2 by, through, and over Lot 1 and for the continued maintenance of the above described Asphalt Area and Asphalt Drive which are located on Lot 1 and used for said ingress and egress; and

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, from each party to the other and other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually covenanted, stipulated and agreed by and between the parties as follows:

1. The Trust does hereby grant unto Streeter an easement for

ingress and egress over and across the Asphalt Area, and the Asphalt Drive for the benefit of Lot 2. The owner of Lot 1 shall have the right to improve or encroach upon the described easement for ingress and egress area however not in a manner inconsistent with the providing of reasonable access for ingress and egress.

2. The Trust or any subsequent owner agrees to snow plow and to maintain in good condition and repair the Driveway, Asphalt Area, and Asphalt Drive during all such times that the medical building is in use and occupancy regardless of the type of such use. In the event that the medical building is not occupied for a continuous period exceeding thirty (30) days, and for so long thereafter as there continues to be no occupancy of the medical building, then Streeter shall have the right (but not the obligation) to enter upon Lot 1 for the purpose of snow plowing and maintenance of the Asphalt Area and Asphalt Drive.

3. In the event in the future that Streeter constructs a driveway on Lot 2 connecting the same with Broad Street, or Harvey Street is extended to or beyond the residence on Lot 2 so that Harvey Street is abutting and adjacent to Lot 2 so that Lot 2 has the right to ingress and egress to Harvey Street, then this Agreement shall cease and terminate and be of no further force or effect without the necessity of further notice or execution of any document.

4. The easements and rights herein granted together with the covenants herein set forth shall run with the land, unless this Agreement is terminated as set for in paragraph 3 above or by

written agreement of the owners of Lot 1 and Lot 2.

5. This Agreement shall be for the benefit of and binding upon the parties, their heirs, personal representatives, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have hereto set their hands as of the day and year first above written.

Dennis L. Streeter Trust
dated June 15, 1977

Jean A. Streeter
Jean A. Streeter

By: Dennis L. Streeter
Dennis L. Streeter, Trustee

Mable I. Streeter
Mable I. Streeter, Trustee

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jean A. Streeter, this 21st day of October, 1997, and acknowledged the execution of the foregoing Easement Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Stephen R. Place
Notary Public,

My Commission Expires: STEPHEN R. PLACE
NOTARY PUBLIC, STATE OF INDIANA
County of Residence: LAKE COUNTY
MY COMMISSION EXP. FEB. 26, 2001

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dennis L. Streeter, Trustee, this 31st day of October, 1997, and acknowledged the execution of the foregoing Easement Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Dolores Snemis

Notary Public, DOLORES SNEMIS

My Commission Expires: March 1, 1998

County of Residence: Lake

STATE OF Indiana)
) SS
COUNTY OF Lake)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mable I. Streeter, Trustee, this 31st day of October, 1997, and acknowledged the execution of the foregoing Easement Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Dolores Snemis

Notary Public, DOLORES SNEMIS

My Commission Expires: March 1, 1998

County of Residence: Lake

Prepared By: Stephen R. Place, Attorney at Law, Lucas, Holcomb & Medrea, 300 East 90th Drive, Merrillville, Indiana 46410

ZONING:

LOT 1: REZONE FROM R-2 TO B-2,
LOT 2: LEAVE R-2 ZONE AS IS.

LEGAL DESCRIPTION: THE NORTH
531.06 FEET OF THE EAST HALF OF THE
NORTHWEST QUARTER OF SECTION 26, TOWNSHIP
36 NORTH, RANGE 9 WEST, OF THE SECOND
PRINCIPLE MERIDIAN, LAKE COUNTY,
INDIANA, CONTAINING 7.49 ACRES; MORE
OR LESS.

FLOOD STATEMENT:

AS PER NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY
PANEL NO. 185175 0004 C, REVISED OCTOBER 15, 1982,
THE ENTIRE AREA IS IN FLOOD ZONE "A2", AREA OF
100-YEAR FLOOD. (100-yr FLOOD ELEV. 614.5±)

* THE 100-YEAR STORM FLOODWAY REQUIRES REVIEW
BY THE DEPARTMENT OF NATURAL RESOURCES.
CONTACT DAVE KNIPE AT (317)-232-4160

ZONING PARAMETERS:

R2 SINGLE FAMILY RESIDENTIAL
A. MINIMUM WIDTH = 70'
B. MINIMUM LOT AREA = 8750 SQ. FT.

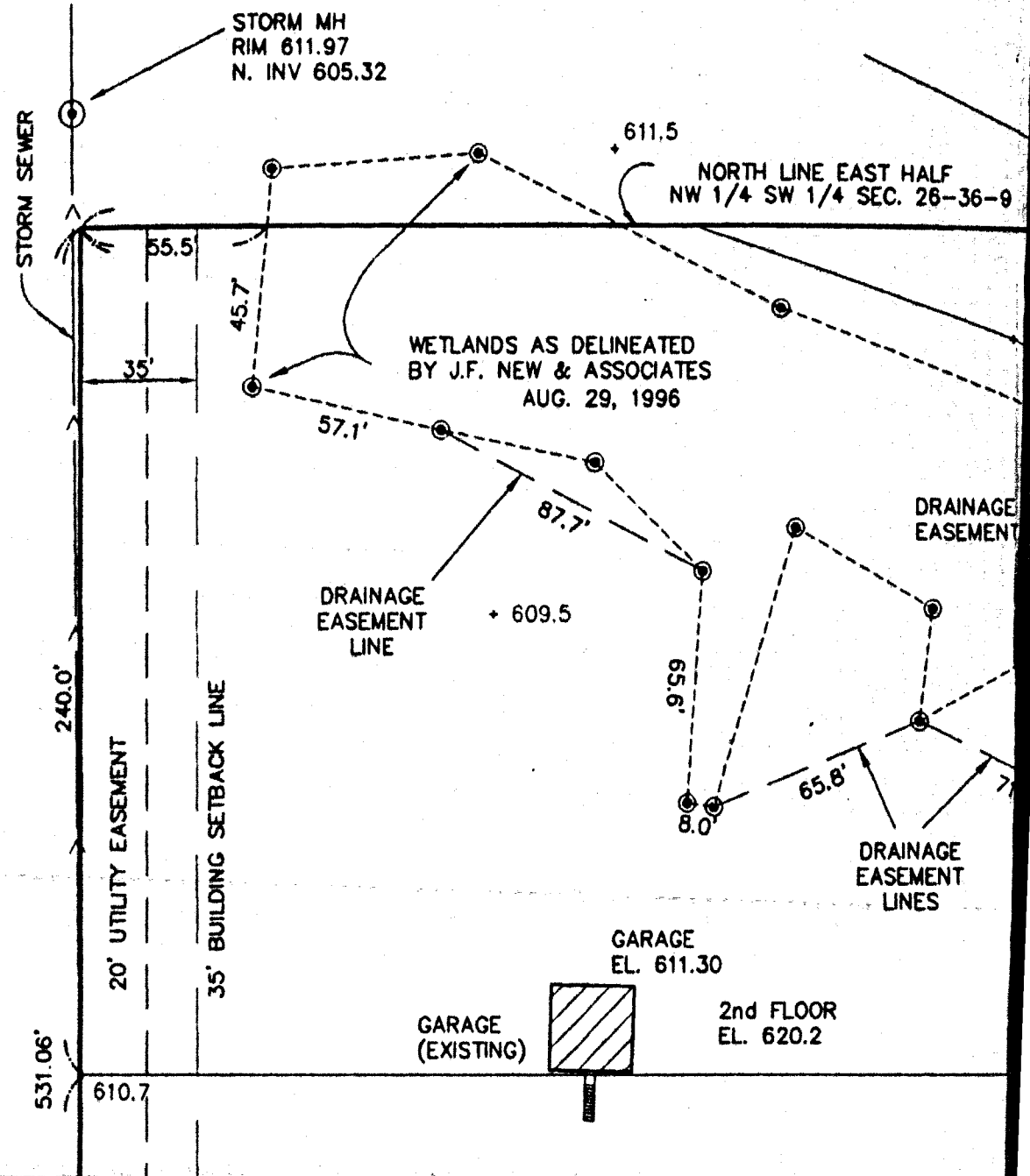
REFERENCE IS MADE TO PTA
PLAT OF SURVEY JOB NUMBER
S96654, DATED JANUARY 10, 1997

** THE ENTIRE WETLAND IS A
DRAINAGE EASEMENT

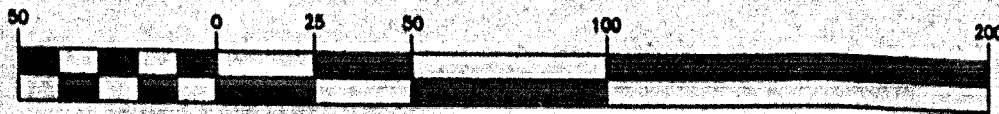
ALL DISTANCES ARE MORE OR LESS UNTIL
SUCH TIME AS A BOUNDARY SURVEY IS
ACCOMPLISHED.

UTILITIES AND IMPROVEMENTS:

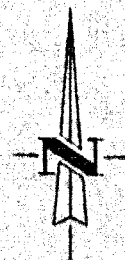
ALL REQUIRED UTILITIES AND IMPROVEMENTS ARE EXISTING.



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

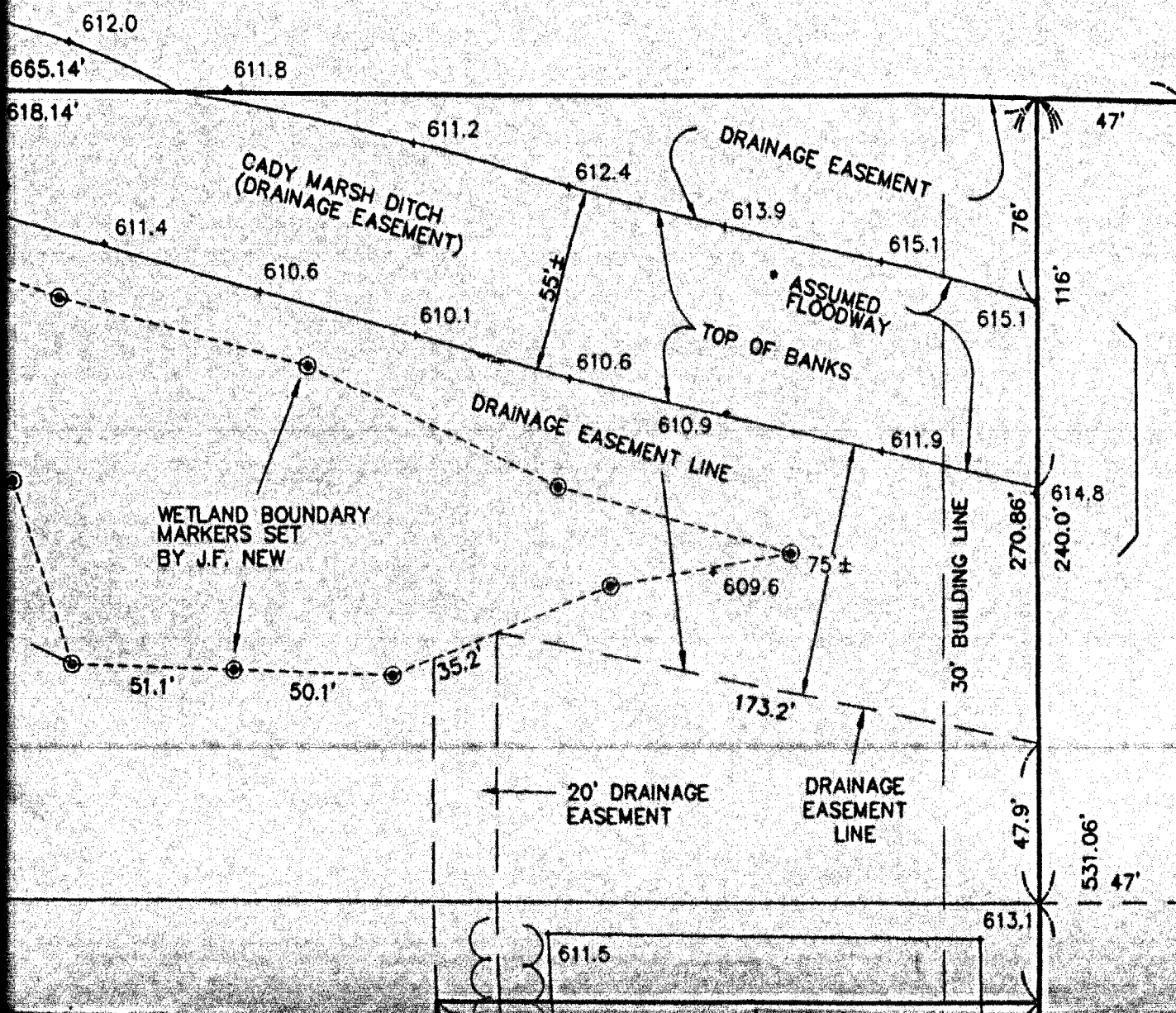


REVISED 3-21-97 G.L.G.
REVISED 3-04-97 G.L.G.
REVISED 1-10-97 G.L.G.

DRAWN BY: GAH
DATE: 8/23/96
REVISED: 9/5/96

CHECKED BY: GLG
DATE: 8/23/96

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BROAD STREET (S.R.73)

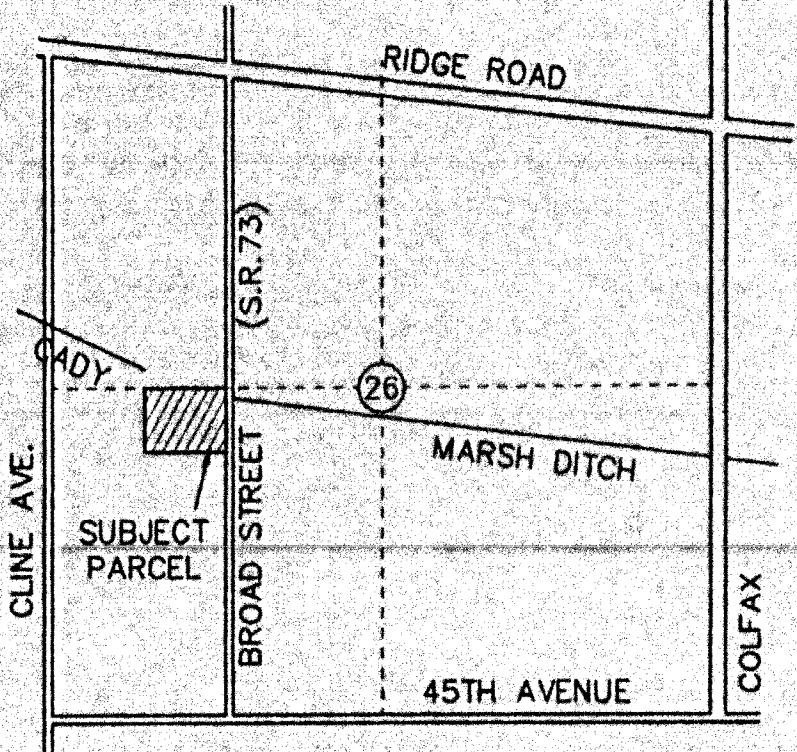
BM IS CHISELED
BOX S.E. CORNER
OF HEADWALL
EL 615.85 (F.E.M.A.)

SUBDIVISION CONCEPT PLAN
1212 N. BROAD STREET
GRIFFITH, INDIANA

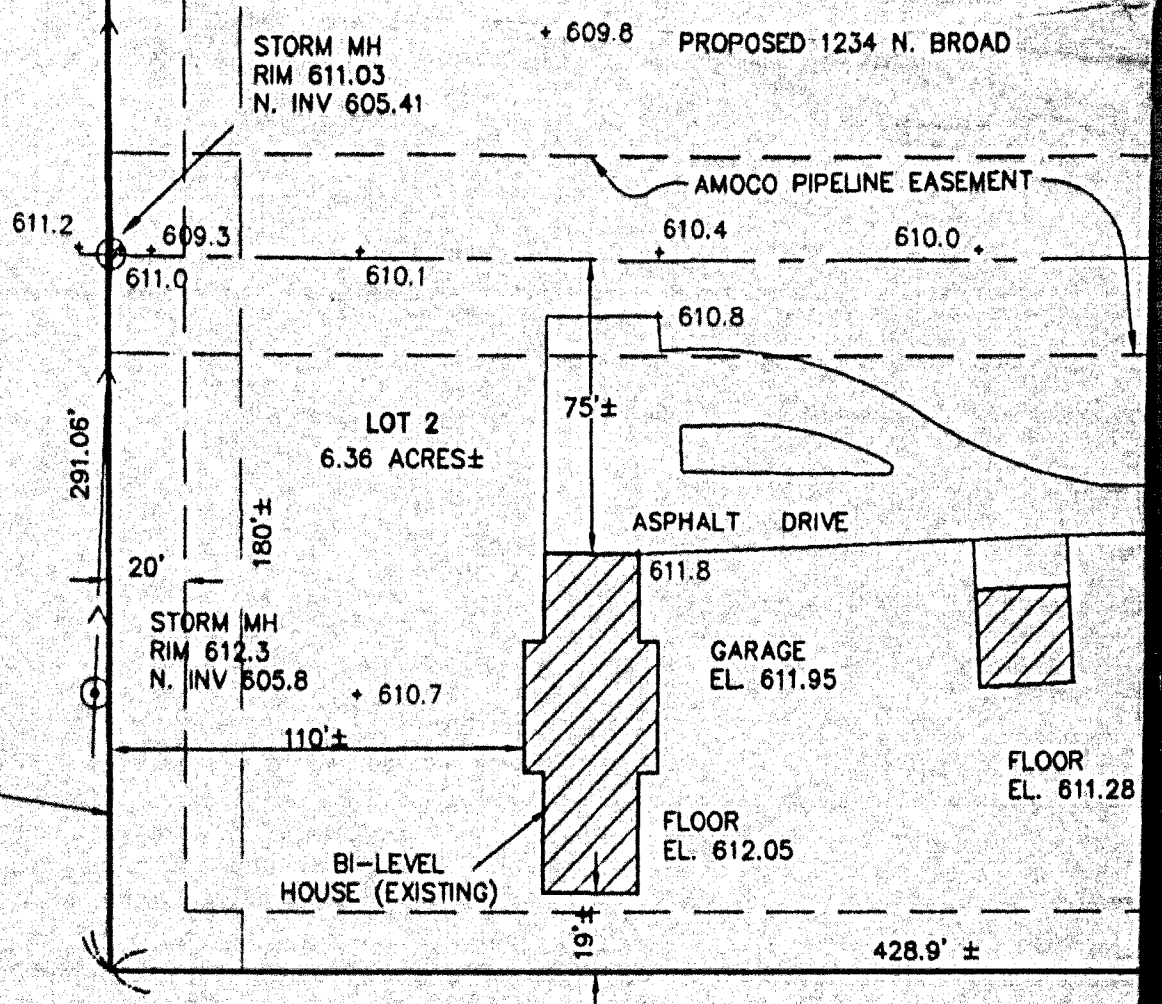
RS

CADY MARSH DITCH.

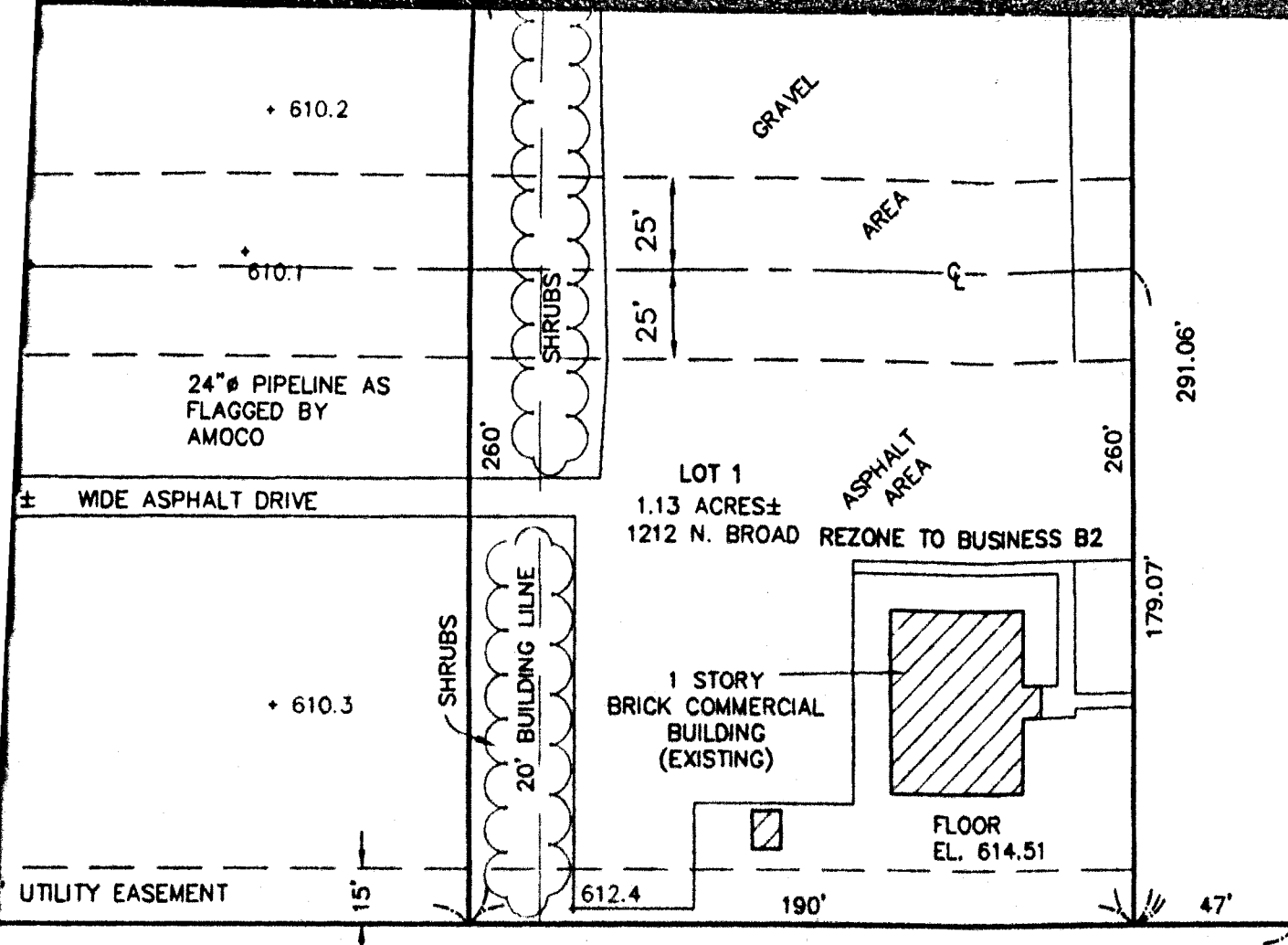
WEST LINE EAST HALF NW 1/4 SW 1/4 SEC. 26-36-9



KEY MAP
SECTION 26-36-9

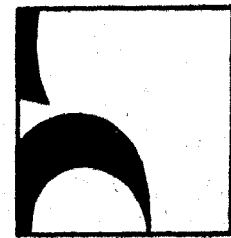


DEVELOPER/OWNER: DENNIS L. STREETER TRUST
ADDRESS:



CENTERLINE OF SECTION 26-36-9

Plumb Tuckett & Associate



ARCHITECTS • ENGINEERS • SURVEY

120 East 90th Drive • Merrillville, IN 46410

FILE: 96566S.DWG
PLOT SCALE: 1"=50'

SUBDIVISION CONCEPT PLAN

DRAWING NUMBER

1

SHEET: 1 OF: 1

JOB NO. S96566



G. L. Grant
March 21, 1997

665.2'

24"Ø PIPELINE AS
FLAGGED BY
AMOCO

± WIDE ASPHALT DRIVE

UTILITY EASEMENT

GRAVEL
AREA

ASPHALT
AREA

LOT 1
1.13 ACRES±
1212 N. BROAD REZONE TO BUSINESS B2

1 STORY
BRICK COMMERCIAL
BUILDING
(EXISTING)

FLOOR
EL. 614.51

SHRUBS

20' BUILDING LINE

SHRUBS

+ 610.2

+ 610.1

+ 610.3

25'
25'

291.06'

260'

179.07'

47'

190'

612.4

15'