STATE OF INDIANA	)
	) SS:
COUNTY OF LAKE	) 4002.8(41

## AGREEMENT FOR EASEMENT OF JOINT DRIVEWAY

THIS AGREEMENT, entered into this 31st day of August, 1998, by and between KATHERINE ESSER, hereinafter referred to as "Esser" and MARK S. PITLIK, hereinafter referred to as "Pitlik",

## WITNESSETH:

WHEREAS, Esser is the owner of certain real estate in Crown Point, Lake County, Indiana, hereinafter described as follows:

Lot 26, Hayes 1st East Park Addition to Crown Point, Lake County, Indiana, as shown in Plat Book 11, page 9, in Lake County, Indiana.

;and

WHEREAS, Pitlik is the owner of certain real estate in Crown Point, Lake County, Indiana, hereinafter described as follows:

Lot 25, Hayes 1st East Park Addition to Crown Point, Lake County, Indiana, as shown in Plat Book 11, page 9, in Lake County, Indiana.

;and

WHEREAS, the properties legally described above adjoin each other; and

WHEREAS, a certain garage, together with a common driveway exists which driveway and garage physically exists on a portion of both properties described hereinabove; and

WHEREAS, the parties desire to create a common drive value the use and benefit of both properties above described.

SEP 03 1998

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL

COVENANTS HEREIN CONTAINED, Esser does hereby **SAMORICH**AUDITOR LAKE COUNTY

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Pitlik and easement of way over and along the real estate described as follows:

The North 10 feet of the East 100 feet of Lot 26, Hayes 1st East Park Addition to Crown Point, Lake County, Indiana, as shown in Plat Book 11, page 9, in Lake County, Indiana.

and Pitlik does hereby grant to Esser an easement over and above that portion of the real estate described as follows:

This Document is the property of

The South 10 feet of the East 100 feet of Lot 25, Hayes 1st East Park Addition to Crown Point, Lake County, Indiana, as shown in Plat Book 11, page 9, in Lake County, Indiana.

Said grants are being made on the following terms and conditions:

- 1. The land hereby conveyed shall be used as a common-driveway for the benefit of both properties for ingress and egress to and from that portion of the garage referred to hereinabove.
- 2. That portion of the garage, part of which exists on each property, shall be used exclusively by that person on whose property the garage exists.
- 3. Each of the parties shall contribute equally to the maintenance of the said driveway necessary to keep the same in reasonable state of repair.
  - 4. This agreement shall terminate as follows:

- Upon the natural destruction of the garage referred to hereinabove:
- Upon the mutually agreed destruction of the garage В. referred to hereinabove.

These easements and convenants herein contained shall run with the land and inure to and be binding upon the successors and assigns of the respective parties.

Katheren Esser	Mad D. Nail 8	•••
KATHERINE ESSER	MARK S. PITLIK	
"ESSER" Do	cument "PITLIK"	
STATE OF INDIANA, COUNTY	OFFICIAL!  OF LAKE, SS:	

Before me, a Notary Public in and for said County and State, personally appeared KATHERINE ESSER who acknowledged the execution of the foregoing Agreement this 31st day of August, 1998.

Notary Public BAIA MyCommission Expires: 7-16-2000

County of Residence of Notary Public: Charle

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, a Notary Public in and for said County and State, personally appeared MARK S. PITLIK who acknowledged the execution of the foregoing Agreement this 31st day of August, 1998.

MyCommission Expires: 645/99

County of Residence of Notary Public: ムタメビ

This instrument prepared by John R. Sorbello, attorney at law.

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