

4

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

99082173

99 OCT -6 AM 9: 20

MORRIS W. CARTER
RECORDER

CROSS REFERENCE TO MOST RECENT DEED
OF RECORD:

RETURN TO: GLENN R. PATTERSON, ESQ.
ANDERSON & TAUBER, P.C.
9211 BROADWAY
MERRILLVILLE, IN 46410

GRANTEE: LAKE COUNTY TRUST COMPANY
AS TRUSTEE OF TRUST NO. 4800

DATE OF DEED: JUNE 7th, 1996

DATE DEED RECORDED: JUNE 10, 1996

DEED DOCUMENT NO.: 96 05 6 768

NOT OFFICIAL! FILED
OCT 06 1999
This Document is the property of
the Lake County Recorder!

GRANT OF EASEMENT FOR ENCROACHMENT OF LIGHT STANDARDS AND BUSINESS SIGNS PETER BENJAMIN
LAKE COUNTY AUDITOR

LAKE COUNTY TRUST COMPANY AS TRUSTEE OF TRUST NO. 4800, and its successors in interest, as Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to KIM A. KESSLER, and his successors in interest, as Grantee, a non-exclusive easement in, over, upon and through a limited portion of the following described real estate:

The South 9.00 feet of the West 148.0 feet of the East 198.0 feet of Parcel "C" of Country Commons Planned Business Center Zoning Plan - Plat of Correction, an Addition to the Town of Winfield, as per plat thereof, recorded in Plat Book 86, page 53, in the Office of the Recorder of Lake County, Indiana. Said strip laying North of and adjoining Lot "B1-8", Country Commons, 2nd Addition, as per plat thereof, recorded in Plat Book 80 page 33 in said Recorder's Office

54-67-3

which portion of said real estate shall hereinafter be referred to as the "Servient Estate", and which easement shall be for and to the benefit of the following described real estate:

Lot "B1-8", Country Commons, 2nd Addition, as per plat thereof, recorded in Plat Book 80, page 33, in the Office of the Recorder of Lake County, Indiana.

54-64-2

which real estate shall hereinafter be referred to as the "Dominant Estate".

Said easement shall be solely for the purpose of permitting the encroachment of two (2) parking lot light standards and a business sign on the Servient Estate in the exact locations as exist on the date of this instrument only, and for access thereto for the maintenance and repair thereof, and for no other purpose whatsoever.

Said grant shall be subject, nevertheless, to the following limitations and conditions:

1. Grantor reserves the right to use the Servient Estate for all purposes that will not directly interfere with the rights in the Servient Estate granted herein.

15.00
E.P.
000-112
4914

2. The easement herein granted is appurtenant to, and shall run with the land and shall be for the use and benefit of the Dominant Estate and the Grantee, and is appurtenant to, and shall run with the land and shall burden and encumber the Servient Estate and the use and enjoyment thereof by Grantor.

3. It is expressly understood and agreed that this instrument is executed by Lake County Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and invested in it as such Trustee. It is further expressly understood and agreed that Lake County Trust Company, as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate said real estate in any way or to any extent and is not entitled at any time to collect or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of said real estate or any lease or sale or any mortgage or any disposition thereof. Nothing in this instrument contained shall be construed as creating any personal liability or personal responsibility of the Trustee or any of the beneficiaries of the Trust, and, in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressly or impliedly herein contained, or to keep, preserve or sequester any property of said Trust or for said Trustee to continue as said Trustee; and that so far as the parties herein are concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the trust estate from time to time subject to the provisions of said Trust Agreement for payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked title to the premises herein described and has no control over the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to the premises, except as represented to it by the beneficiary or beneficiaries of said Trust.

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" under the Act and makes no representation 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.

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument this
5th day of October, 1999.

GRANTOR:

LAKE COUNTY TRUST COMPANY, not
personally but as Trustee of Trust No.4800

By: *Elaine M. Sievers*

Printed Name: Elaine M. Sievers

Title: Trust Officer

ATTEST:

By: *Judy Griesel*

Printed Name: Judy Griesel

Title: Assistant Secretary

STATE OF INDIANA }
COUNTY OF LAKE } SS:

Document is
ACKNOWLEDGMENT
NOT OFFICIAL!

The undersigned, a Notary Public in and for said county in the State aforesaid, do hereby certify that Elaine M. Sievers and Judy Griesel of the LAKE COUNTY TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as a free and voluntary act of the Lake County Trust Company, as Trustee, for the uses and purposes therein set forth.

Given under my hand and seal this 5th day of October, 1999.

Sandra L. Stiglitz
Notary Public

Printed Name: Sandra L. Stiglitz

My Commission Expires:

1-21-2000

County of Residence:

Lake



This instrument prepared by Glenn R. Patterson, Esq., Anderson & Tauber, P.C., 9211 Broadway, Merrillville, Indiana 46410

grp\aw\simstad\trust 4800-kessler easement

AGREEMENT FOR GRANT OF EASEMENT

In consideration of Dr. Kessler, owner of the property described as:

Lot B1-8, Country Commons, 2nd Addition, as per plat thereof, recorded in Plat Book 80, page 33, in the Office of the Recorder of Lake County, Indiana

receiving an easement from Lake County Trust Company, as Trustee for Trust #4800, Dr. Kessler agrees that:

1. Lake County Trust Company, as Trustee for Trust #4800 and/or their designees or assignees, may use the light pole currently on the above described property, which is encroaching on property owned by the Trust, for purposes of installing lights owned by the Trust on same light pole, and
2. Prompt payment will be made for an invoice from Country Meadows Development Corp. in the amount of \$720.00 for legal and surveying expenses.

IN WITNESS WHEREOF, the parties have executed this Agreement this 4th day of October, 1999.

Kim A. Kessler
DR. KIM A KESSLER

SEE ATTACHED SIGNATURE PAGE
LAKE COUNTY TRUST, TRUST #4800

State of Indiana, County of Lake) SS:

Before me, a Notary Public in and for said County and State, personally appeared Dr. Kim A. Kessler who executed and acknowledged the foregoing instrument for and on behalf of themselves or their company.

WITNESS my hand and Notarial Seal this 4th day of October, 19 99.

SIGNED Christine Ramirez
Notary Public **CHRISTINE RAMIREZ**

My Commission expires: 6-22-08

PRINTED **NOTARY PUBLIC STATE OF INDIANA**
LAKE COUNTY
Notary Public **MY COMMISSION EXP. JUNE 22, 2008**

County of residence: Lake

W:\1999\AP\inv.CMB1-8.lm

