

2000 003177
AGREEMENT TO PROVIDE INGRESS-EGRESS EASEMENT

THIS AGREEMENT made, effective as of the 14th day of January, 2000, by and between PEOPLE'S BANK, SB, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 7TH, 1995 AND KNOWN AS TRUST #10184, with its principal place of business located at 141 West Lincoln Highway, Schererville, Indiana 46375, hereinafter referred to as "Grantor" and ~~GEORGE N. ROGERS~~ ^{T.P.R.} GEORGE N. ROGERS AND PATRICIA L. ROGERS, of 2418 Ridge Road, Highland, Indiana, 46322, hereinafter referred to as "Grantee."

The parties agree as follows:

CONVEYANCE OF EASEMENT

Grantor hereby agrees to grant and convey, for a period of ninety-nine (99) years from the effective date of the conveyance, to Grantee an easement for ingress-egress purposes over and across the property owned by Grantor and described as follows:

THE SOUTH 225 FEET OF THE WEST 50 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE: A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, COMMENCING AT A POINT 201.670 FEET EAST OF THE WEST LINE OF SAID SECTION AND 40 FEET SOUTH OF THE CENTERLINE OF RIDGE ROAD, BEING THE SOUTH LINE THEREOF; THENCE EAST, ALONG SAID SOUTH LINE 100.835 FEET TO A POINT, THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SECTION 454.45 FEET TO A POINT, THENCE WEST 100 FEET TO A POINT, THENCE NORTH, PARALLEL WITH SAID WEST SECTION LINE TO THE PLACE OF BEGINNING, ALL IN THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA;

Such easement to run across the eastern most 50 feet of said property, commencing on the north property line of Grantor's property and south boundary line of Grantee's property and continuing south across Grantor's property to Ridgewood Avenue, all of which is contiguous to the eastern boundary line of the subject property.

"INGRESS-EGRESS" DEFINED

"Ingress-Egress" as used in this agreement means that the property owner directly north of said property, commonly known as 2418 Ridge Road, Highland, Indiana, may use said easement for purpose of ingress and egress to said property, for purposes of entering onto Ridgewood Avenue, which access shall be limited to non-commercial vehicles. It is understood by and between the parties that a gate will be provided in the fence on the northern boundary of the property for the purpose of said access, and Grantee shall be entitled to lock and unlock said gates as is necessary.

CONSIDERATION

Grantee agrees to pay to Grantor the sum of Ten Dollars (\$10.00) for this easement on or before the 14th day of January, 2000. Receipt of this payment shall cause Grantor to record this easement instanter.

PETER BENJAMIN
LAKE COUNTY AUDITOR

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Wieserg St erba 00818
425 W. Lincoln Hwy
Schererville, IN 46375

1150
E.P.
5482

EASEMENT TO RUN WITH LAND

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this agreement, their respective heirs, successors, or assigns.

NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when given by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

GOVERNING LAW

It is agreed that this agreement shall be governed by, construed and enforced with accordance with the laws of the State of Indiana.

ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Schererville, Indiana, on the date indicated below.

DATED THIS 14th DAY OF January, 2000.

By: Frank J. Bochnowski V.P.
PEOPLE'S BANK, SB, AS TRUSTEE OF
TRUST #10184, Grantor

FRANK J BOCHNOWSKI
(Printed Name)



George Rogers
GEORGE ROGERS, Grantee

Patricia Rogers
PATRICIA ROGERS, Grantee

STATE OF INDIANA)
COUNTY OF LAKE)

BEFORE ME, the undersigned, a Notary Public, personally appeared GEORGE ROGERS and PARTICIA ROGERS AND FRANK BOCHNOWSKI, and acknowledged the execution of this instrument, this 14th day of January, 2000.
My commission expires: 02/10/07
County of Residence: Lake

Stacey M. Stefankiewicz
Stacey M. Stefankiewicz, Notary Public