

GRANT OF FIRE & RESCUE ACCESS EASEMENT

69452

Chicago Tide Insurance Company

WHEREAS, the LAKE COUNTY TRUST COMPANY AS TRUSTEE UNDER TRUST NUMBER 3210 DATED FEBRUARY 12, 1982 ("Owner") is the owner of the following described real estate, in the County of Starke, State of Indiana, to-wit:

The North Half of Lot Sixteen (16) in George W. Tanner's Addition to Center Beach in the Northwest fractional Quarter of Section Eighteen (18), Township Thirty-two (32) North, Range One (1) West.

all in North Bend Township, Starke, Indiana (the "Property")

WHEREAS, Peter E. and Edythe M. Rottier (the "Rottiers") are the beneficial owners of the Property and filed a petition with the Starke County Board of Commissioners on October 27, 1986 to Vacate Existing Alleyway and to Dedicate a New Alleyway (the "Rottiers' Petition").

WHEREAS, at a meeting on May 4, 1987, the County Commissioners delineated four conditions to its approval of the Rottiers' Petition, to which Rottiers agreed, including:

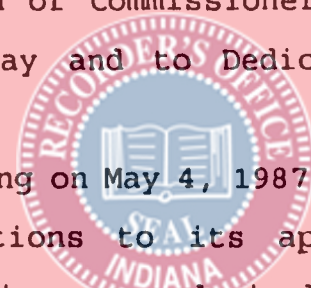
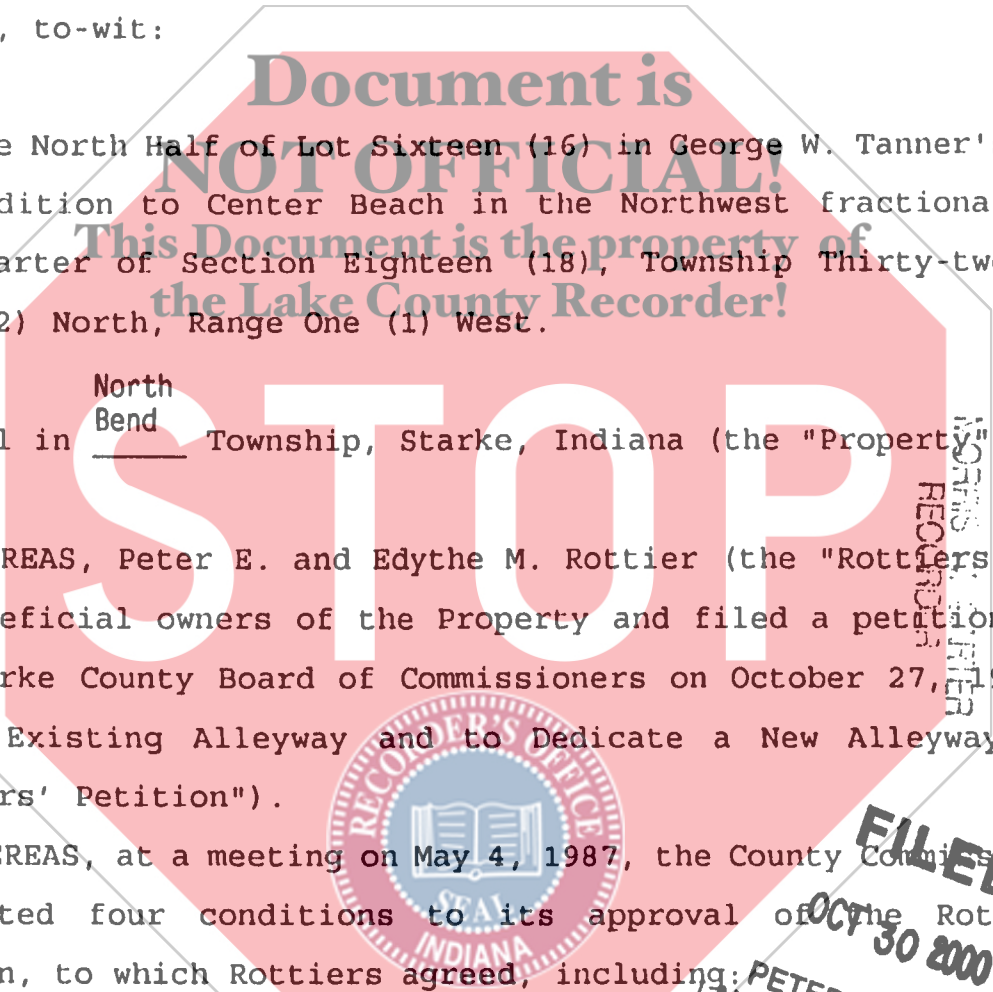
1. To amend their petition and provide for the relocation of existing easement and alleyway a distance of 23 feet south instead of 26 feet south;
2. To provide for the removal of an existing block building from said location;
3. To provide an unobstructed way for a fire truck to proceed from State Road 10 west to the shores of Bass Lake; and
4. To remove any trees necessary to provide the unobstructed way provided in paragraph 3 above.

CTIC Has made an accomodation recording of the instrument. We Have made no examination of the instrument or the land affected.

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STATE OF INDIANA
LAKE COUNTY
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PETER BENJAMIN
LAKE COUNTY AUDITOR

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WHEREAS, the Starke County Commissioners, at their meeting on July 5, 1988 indicated that all of the four stated conditions had been met.

WHEREAS, on April 13, 1992, counsel for the Starke County Board of Commissioners indicated in writing to the Rottiers that the conditions of granting Rottiers' Petition "were the removal of a garage; unimpeded access from State Road 10W and Bass Lake for fire trucks; a letter from [him] agreeing to the foregoing conditions and once the conditions were met the Commissioners would vacate the original easement."

WHEREAS, on April 20, 1992, counsel for the Starke County Board of Commissioners indicated in writing to the Rottiers that the Rottiers' had met all conditions for the grant of their Rottiers' Petition and clarified that "the purpose of the new easement appears to be for county purposes only and for fire protection purposes."

WHEREAS, the Starke County Board of Commissioners indicated in their meeting on September 21, 1992 that all conditions to the grant of Rottiers' Petition had been met.

WHEREAS, all written records confirm that the Rottiers were to create a limited easement to provide an unobstructed way for fire trucks to proceed from State Road 10 west to Bass Lake.

NOW, THEREFORE, the aforementioned Owner, for and in consideration of Starke County's vacation of a sixteen foot (16') easement that used to lie between lots 15 and 16 in George W. Tanner's Addition to Center Beach in the Northwest fractional Quarter of Section Eighteen (18), Township Thirty-two (32) North, Range One (1) West, hereby grant to the Bass Lake Fire Department, The Starke County EMS, and/or the Starke County Sheriff's

Department, or their successors organized and operating pursuant to any Indiana Statute governing Volunteer Fire Departments, Municipal Fire Departments, and/or Emergency Medical Service, and any public agency or quasi-public agency operating with them under Mutual Aid Agreements, formal or informal, their respective successors and assigns, an easement for access, ingress, and egress to Bass Lake for the sole and limited purpose of firefighting operations, including but not limited to the drafting of water or other firefighting evolutions, including training, access to the water for purpose of rescue, recovery, or emergency operations, and medical services associated therewith, in, upon, along and over a parcel of land designated as:

The North Sixteen feet (16') of the South Nineteen feet (19') of the North Half of Lot Sixteen (16) in George W. Tanner's Addition to Center Beach in the Northwest fractional Quarter of Section Eighteen (18), Township Thirty-two (32) North, Range One (1) West.

together with the right to enter upon the said easement at all times for any and all of the purposes aforesaid. The grantees further warrant, that no permanent buildings shall be placed on said easement, that same shall be kept mowed and clear for access to Bass Lake.

IN WITNESS WHEREOF, the above said have hereunto set his hand and seal this ____ day of October, 2000.

IN WITNESS WHEREOF, the said LAKE COUNTY TRUST COMPANY, as Trustee, has caused this Grant of Fire & Rescue Access Easement to be signed by its _____, and attested by its _____, this ____ day of October, 2000.

LAKE COUNTY TRUST COMPANY
As Trustee Under Trust No. 3210

SEE SIGNATURE PAGE ATTACHED

BY: _____

ATTEST:

**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

Before me, a Notary Public, in and for the above County and State, personally appeared _____ and _____ and _____, _____ respectively of LAKE COUNTY TRUST COMPANY, and acknowledged execution of the Grant of Fire & Rescue Access Easement for and on behalf of the Trust in its capacity as Trustee.

DATED: _____



Notary Public

My Commission Expires: _____

This Instrument Prepared By: MICHAEL L. MUENICH
3235 - 45th Street
Highland, Indiana 46322
219/922-4141

Return to: MICHAEL L. MUENICH
3235 - 45th Street
Highland, Indiana 46322

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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.

(Page 1 of 2 pages of Trustee's Signature Page)

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 27th day of October, 2000.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated February 12, 1982 and known as Trust No. 3210.

This Document is the property of
the Lake County Trust Company.
By: Elaine M. Sievers
Elaine M. Sievers, Trust Officer

ATTEST:

By: Hesta Payo
Hesta Payo, 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 acknowledged 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 27th day of October, 2000.

Laura T. Kleven
Laura T. Kleven, Notary Public

My Commission Expires: 5-08-08

Resident Lake County, Indiana

(Page 2 of 2 pages of Trustee's Signature Pages)