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EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of January, 2002, by and between **JOHN PORZUCEK** and **ANTONETTE L. PORZUCEK**, husband and wife, hereinafter referred to as "Grantors", and **JERRY ERNY** and **KATHLEEN ERNY**, husband and wife, hereinafter referred to as "Grantee".

RECITALS

1. Grantors are the owners and fee simple of the following described real estate located in Lake County, Indiana:

The North 145 feet of the South 1453 feet of the East half of the East half of the East half of the Southwest quarter of Section 4, Township 35 North, Range 8 West of the 2nd P.M., except the East 60 feet thereof, in Lake County, Indiana, hereinafter referred to as Parcel 1.

2. The Grantees are the owners of the following described parcel of real estate located in Lake County, Indiana:

The North 105 feet of the South 1558 feet of the East 1/2, East 1/2, East 1/2, Southwest 1/2, Section 4, Township 35 North, Range 8 West of the 2nd P.M., in Lake County, Indiana. Hereinafter referred to as Parcel 2.

3. That there now exists a driveway which has been established through its use for a number of years over and upon the North part of Grantors property for ingress and egress from Harrison Street.

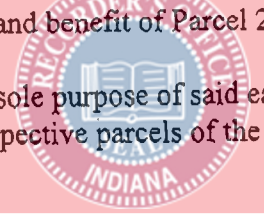
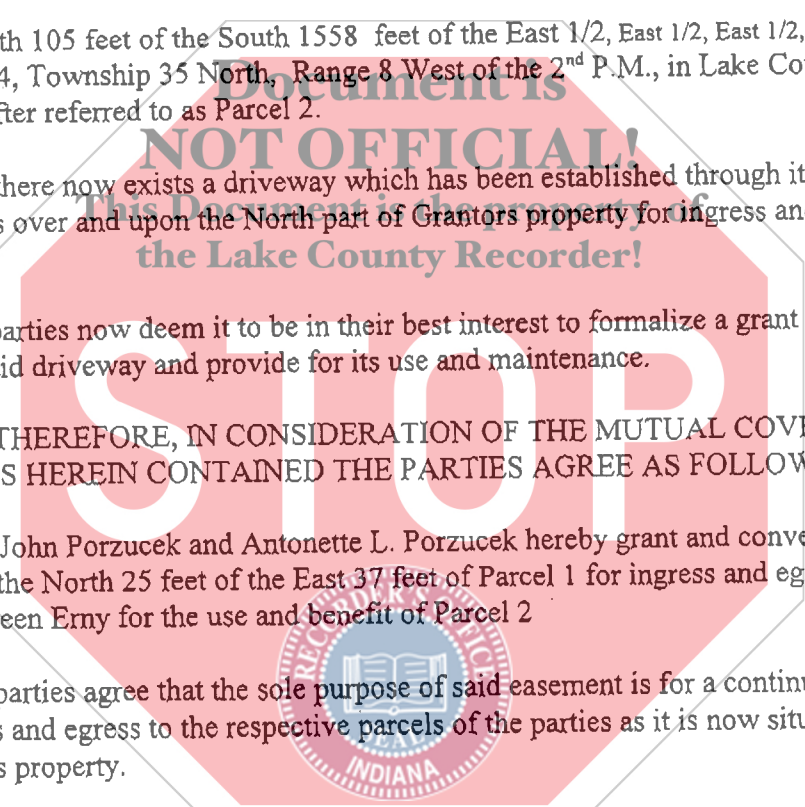
4. The parties now deem it to be in their best interest to formalize a grant of mutual easement for said driveway and provide for its use and maintenance.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED THE PARTIES AGREE AS FOLLOWS:

1. That John Porzucek and Antonette L. Porzucek hereby grant and convey an easement over and upon the North 25 feet of the East 37 feet of Parcel 1 for ingress and egress to Jerry Erny and Kathleen Erny for the use and benefit of Parcel 2

2. The parties agree that the sole purpose of said easement is for a continued driveway to provide ingress and egress to the respective parcels of the parties as it is now situated and located on the Grantors property.

3. The parties agree not to obstruct, impede or interfere one with the other in the reasonable use of the driveway easement and improvements thereon, for the purpose of ingress and egress from their respective properties.



219-696-0100
100 Washington Street
Lewell, Indiana 46350
219-696-0100 10046

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**PETER BENJAMIN
LAKE COUNTY AUDITOR**

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4. The parties further agree that they will not use or permit anyone on their behalf to use the easement in such a way to cause damage to the driveway located on the easement .

5. All parties agree that the drive-way upon the easement shall be maintained in a good condition so as to enable the easy access and movement upon the driveway. Any party intentionally or negligently damaging said driveway shall repair or replace the drive as to restore its condition to the state it existed before the damage.

6. This agreement shall bind and inure to the benefit of the respective parties, their personal representatives, successors and assigns.

Now dated this 14th day of January, 2002

GRANTORS

GRANTEES

[Signature]
John Porzucek
[Signature]
Antonette L. Porzucek

[Signature]
Jerry Erny
[Signature]
Kathleen Erny

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared ANTONETTE L. PORZUCEK and JERRY ERNY and KATHLEEN ERNY who acknowledged the execution of the above and foregoing Easement Agreement.

Witness my hand and Notarial Seal this 16th day of January, 2002.

[Signature]
Richard A. Zunica

My Commission Expires 9-4-06
County of Residence, Lake

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOHN PORZUCEK who acknowledged the execution of the above and foregoing Easement Agreement.

Witness my hand and Notarial Seal this 14th day of January, 2002.

[Signature]
Notary Public

Prepared by Richard A. Zunica, Attorney at Law

My commission expires 9/20/06
County of Residence, Lake

