

2002 039338

2002 APR 23 09:51

LAKE COUNTY RECORDER

**EASEMENT FOR INGRESS AND EGRESS**

THIS AGREEMENT is made this 31ST day of JANUARY, 2002, by and between P. G. & B. INVESTMENTS, LLC, an Indiana limited liability company ("Grantor") and WEST PROPERTIES, LLC, an INDIANA limited liability company ("Grantee").

**WITNESSETH:**

WHEREAS, Grantor is the legal owner of the real estate located at 6400 Industrial Highway, Gary, Lake County, Indiana more particularly described as follows:

Part of the Southeast Quarter of Section 26, Township 37 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, more particularly described as follows: Commencing at the intersection of the South right-of-way line of Chicago Avenue extended East and the Northerly right-of-way line of Industrial Highway (U.S. 12); thence South 46 degrees 08 minutes 45 seconds East along said Northerly right-of-way line of Industrial Highway, a distance of 1110.94 feet to the place of beginning; thence continuing along said Northerly right-of-way line of said road, the following 2 courses and distances: South 46 degrees 08 minutes 45 seconds East 346.69 feet, South 46 degrees 00 minutes 00 seconds East 109.31 feet to an intersection with the Northwesterly right-of-way line of the Elgin, Joliet and Eastern Railroad; thence North 60 degrees 51 minutes 30 seconds East, along said Westerly right-of-way line of said railroad, 671.88 feet; thence North 46 degrees 00 minutes 00 seconds West, along the Southerly right-of-way line of the Elgin, Joliet and Eastern Railroad, 305.01 feet; thence North 46 degrees 08 minutes 45 seconds West along the Southerly right-of-way line of the Elgin, Joliet and Eastern Railroad, and the South Chicago and Southern Railroad Company property, a distance of 350.99 feet; thence South 43 degrees 32 minutes 33 seconds West, 643.02 feet to the point of beginning EXCEPTING THEREFROM that part described as follows:

Commencing at the Intersection of the South right-of-way line of Chicago Avenue extended East and the Northerly right-of-way line of Industrial Highway (U.S. 12); thence South 46 degrees 08 minutes 45 seconds East, ~~1110.54~~ <sup>1110.94</sup> feet along said Northerly right-of-way line of Industrial Highway to the point of beginning; thence continuing along said Northerly right-of-way line, South 46 degrees 08'45 seconds East, 160.00 feet; thence North 43 degrees 32 minutes 33 seconds East, ~~843.02~~ <sup>643.02</sup> feet to the Southerly line of the South Chicago and Southern Railroad Company property; thence North 43 degrees 32 minutes 45 seconds West, 160.00 feet along said Southerly line; thence South 43 degrees 32 minutes 33 seconds West ~~843.02~~ <sup>643.02</sup> feet to the point of beginning; and

WHEREAS, contemporaneous with the execution of this Easement Agreement, Grantee by separate Warranty Deed shall become a legal owner of real estate located at 6450 Industrial Highway, Gary, Lake County, Indiana more particularly described as follows:

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2002 MAY 29 9:47 AM  
RECORDER

2002 048702

Chicago Title Insurance Company

**FILED**

APR 25 2002

PETER BENJAMIN  
LAKE COUNTY AUDITOR

**FILED**  
\*MINUTES  
2002  
PETER BENJAMIN  
LAKE COUNTY AUDITOR

Re-recorded to correct legal TWICE

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2000  
CT  
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CT

Part of the Southeast ¼ of Section 26, Township 37 North, Range 9 West of the 2<sup>nd</sup> Principal Meridian, In Lake County, Indiana, more particularly described as follows: Commencing at the intersection of the South right-of-way line of Chicago Avenue extended East and the Northerly right-of-way line of Industrial Highway (U.S. 12); thence South 46 degrees 08 minutes 45 seconds East, 1110.94 feet along said Northerly right-of-way line of Industrial Highway to the point of beginning; thence continuing along said Northerly right-of-way line, South 46 degrees 08 minutes 45 seconds East, 160.00 feet; thence North 43 degrees 32 minutes 33 seconds East, 813.02 feet to the Southerly line of the South Chicago and Southern Railroad Company property; thence North 46 degrees 08 minutes 45 seconds West, 160.00 feet along said Southerly line; thence South 43 degrees 32 minutes 33 seconds West 643.02 feet to the point of beginning; and

643.02

WHEREAS, the real estate owned by Grantor shall be deemed to be the Servient Estate and the real estate to be owned by Grantee shall be the Dominant Estate; and

WHEREAS, Grantee desires to acquire certain rights in the Servient Estate.

NOW, THEREFOR, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee an easement on and across the following described portion of the Servient Estate:

Part of the Southeast ¼ of Section 26, Township 37 North, Range 9 West of the 2<sup>nd</sup> Principal Meridian, In Lake County, Indiana, more particularly described as follows: Commencing at the intersection of the South right-of-way line of Chicago Avenue extended East and the Northerly right-of-way line of Industrial Highway (U.S. 12); thence South 46 degrees 08 minutes 45 seconds East, 1270.94 feet along said Northerly right-of-way line of Industrial Highway to the point of beginning; thence North 43 degrees 32 minutes 33 seconds East, 200.00 feet; thence South 46 degrees 08 minutes 45 seconds East 50.00 feet; thence South 43 degrees 32 minutes 33 seconds West 200.00 feet to said Northerly right-of-way line of Industrial Highway; thence North 46 degrees 08 minutes 45 seconds West, 50.00 feet along said Northerly right-of-way line to the point of beginning.

2. **Character of Easement.** It is the intention of the parties that the easement granted be appurtenant to the Dominant Estate, in that the easement benefits the use and enjoyment of the Dominant Estate by providing an essential means of ingress, egress and access to that property.

3. **Duration and Binding Effect.** This easement shall endure for as long as the purpose of the easement continues. This Agreement is made expressly for the benefit of, and shall be binding on the heirs, personal representatives, successors in interest and assigns of the respective parties.

4. **Purpose of Easement.** The easement shall be used only for the purpose of providing pedestrian and vehicular ingress and egress between the paved highway known as Industrial Highway lying south of Grantor's property described above and the property of Grantee, which adjoins the property of Grantor.
5. **Exclusiveness of Easement.** The easement, rights and privileges granted by this easement are not exclusive, and Grantor reserves and retains the right to convey similar easement and rights to such other persons as Grantor may deem proper.
6. **Grantor's Rights.** Grantor also retains, reserves and shall continue to enjoy the use of the surface of the land subject to the easement for any and all purposes that do not interfere with or prevent Grantee's use of the easement. Grantor further reserves the right to dedicate all or any part of the property affected by this easement to any city for use as a public street, road or alley, if the dedication can be accomplished without extinguishing or otherwise interfering with the rights of Grantee in the easement. If Grantor or any of Grantor's successors or assigns dedicates all or any part of the property affected by this easement, Grantee and Grantor's successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate the dedications.
7. **Grantee's Rights and Duties.** Grantee shall have the duty to repair and maintain the property subject to the easement and shall at all times keep the easement property free and open for the benefit of Grantor and any other concurrent user. Grantee shall, at all times, act so as to safeguard Grantor's property. Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees of vegetation that may encroach on the easement property. Grantee shall have the right to cut and trim trees or shrubbery that may encroach on the easement property. Grantee shall dispose of all cuttings and trimmings by hauling them away from the premises.
8. **Termination.** This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. Grantee, its successors and assigns may execute and record a release of this easement at any time. This easement shall also terminate if the purposes of the easement cease to exist, are abandoned by Grantee, or become impossible to perform.
9. **Failure to Perform.** After written notice and Grantee's failure to cure within thirty (30) days, if Grantee fails to perform any covenant, undertaking or obligation arising under this easement, all rights and privileges granted shall terminate and the provisions of this Agreement creating an easement shall be of no further effect. In that case, within thirty (30) days of receipt of a written

demand from Grantor, Grantee shall execute and record all documents necessary to terminate the easement of record. If Grantee fails or refuses to record the necessary document, Grantor shall be entitled to bring an action for the purpose of declaring the easement to be terminated.

- 10. **Entire Agreement.** This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modifications of this Agreement must be in writing and must be signed by both parties.
- 11. **Attorney's Fees.** If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, or to compel the recording of a release, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

Executed at Gary, Indiana on the day and year written above.

PPG & B, LLC

IST PROPERTIES, LLC

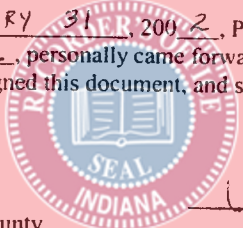
**Document is NOT OFFICIAL!**  
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*Wayne Parsons*  
Wayne Parsons  
GRANTOR

*Harry D. Holt Jr.*  
Harry D. Holt Jr.  
GRANTEE

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF LAKE )

I certify that on JANUARY 31<sup>ST</sup>, 2002, P.P.G. & B. INVESTMENTS, LLC, by WAYNE PARSONS, MGR., personally came forward and acknowledged under oath that he is named in and personally signed this document, and signed and delivered this document as his act and deed.



Resident of \_\_\_\_\_ County \_\_\_\_\_, Notary Public

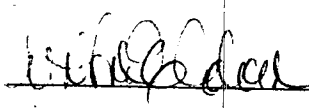
Commission Expires: \_\_\_\_\_

**CYNTHIA E. COLVIN**  
Notary Public, State of Indiana  
County of Porter  
My Commission Expires 11-30-09

STATE OF INDIANA     )  
  ) SS:  
COUNTY OF LAKE     )

I certify that on JANUARY 31, 2002, IST PROPERTIES, LLC, by LAWRENCE E. BULL, JR., personally came forward and acknowledged under oath that he is named in and personally signed this document, and signed and delivered this document as his act and deed.

Resident of \_\_\_\_\_ County

  
\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

CYNTHIA E. COLVIN  
Notary Public, State of Indiana  
County of Porter  
My Commission Expires 11-30-09

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

This document prepared by: Attorney David Ranich  
Once Recorded Return to: Attorney David Ranich  
Burke, Costanza & Cuppy  
720 West Chicago Avenue  
East Chicago, IN 46312

**STOP**





# Certification Letter

**Morris W. Carter**

Recorder of Deeds  
Lake County Indiana  
2293 North Main Street  
Crown Point, In 46307  
219-755-3730  
fax: 219-648-6028

State of Indiana )  
County of Lake ) SS

This is to certify that I, Morris W. Carter, Recorder of Deeds of Lake County, Indiana am the custodian of the records of this office, and that the foregoing is a full, true and complete copy of

a EASEMENT AGGREEMENT

as recorded

in 2002-013649 FED 7, 2002

as this said document was present for the recordation

when MORRIS W CARTER

was Recorder at the time of filing of said document

Dated this 19TH day of April, 2002

  
Deputy Recorder



Morris W. Carter, Recorder of Deeds  
Lake County Indiana

Form # 0023 Revised 8/97

