

4
GRANT OF BICYCLE TRAIL AND RIGHT-OF-WAY EASEMENT

THIS INDENTURE WITNESSETH, that DONALD J. AND ALICE M. BURRELL, Official Name of Grantor DONALD J. AND ALICE M. BURRELL of Lake County, State, of Indiana, (hereinafter "GRANTOR") for itself, its successors and assigns, does hereby grant, subject to the terms, conditions and limitations hereinafter set forth, to the City of Crown Point and its Department of Public Works, (hereinafter "GRANTEE") its grantees, successors and assigns a permanent easement for a bicycle/walking trail and a public right-of-way in and over the following described real estate (hereinafter the "EASEMENT REAL ESTATE"), in Lake County, Indiana:

Located in the NE. ¼ of SEC. 5-34-8
Crown Point, Lake County, Indiana

EASEMENT 'A' - Part of Burrell Photo property at 1311 Merrillville Road, Crown Point, IN.
(Derived from Description for Parent Parcel 1 (Key # 9-309-3) contained in Doc. # 458190, recorded 3/15/1978)

DESCRIPTION: The Westerly 15 feet of the Easterly 45 feet, by parallel lines measured at right angles from the center line of Merrillville Road, of the following described parcel, to wit:

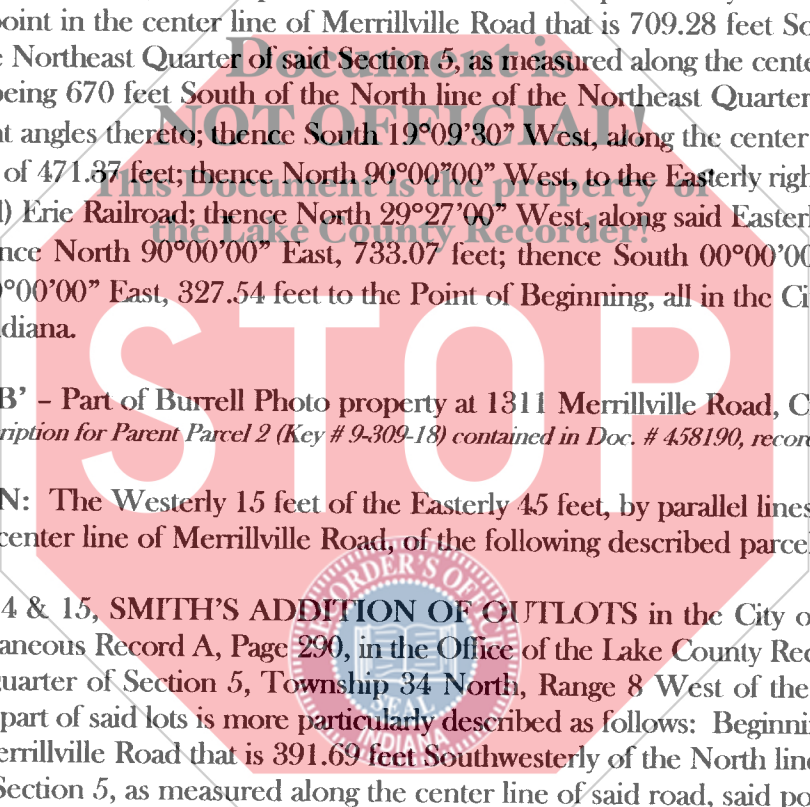
A part of Lots 9, 10, 11, 14, 15, and 16, SMITH'S ADDITION OF OUTLOTS in the City of Crown Point, as shown in Miscellaneous Record A, Page 290, in the Office of the Lake County Recorder, lying within the Northeast Quarter of Section 5, Township 34 North, Range 8 West of the Second Principal Meridian, which part of said lots is more particularly described as follows: Beginning at a point in the center line of Merrillville Road that is 709.28 feet Southwesterly of the North line of the Northeast Quarter of said Section 5, as measured along the center line of said road, said point also being 670 feet South of the North line of the Northeast Quarter of said Section 5, measured at right angles thereto; thence South 19°09'30" West, along the center line of Merrillville Road, a distance of 471.87 feet; thence North 90°00'00" West, to the Easterly right of way line of the (now abandoned) Eric Railroad; thence North 29°27'00" West, along said Easterly right of way line, 855.85 feet; thence North 90°00'00" East, 733.07 feet; thence South 00°00'00" West, 300 feet; thence North 90°00'00" East, 327.54 feet to the Point of Beginning, all in the City of Crown Point, Lake County, Indiana.

EASEMENT 'B' - Part of Burrell Photo property at 1311 Merrillville Road, Crown Point, IN.
(Derived from Description for Parent Parcel 2 (Key # 9-309-18) contained in Doc. # 458190, recorded 3/15/1978)

DESCRIPTION: The Westerly 15 feet of the Easterly 45 feet, by parallel lines measured at right angles from the center line of Merrillville Road, of the following described parcel, to wit:

A part of Lots 14 & 15, SMITH'S ADDITION OF OUTLOTS in the City of Crown Point, as shown in Miscellaneous Record A, Page 290, in the Office of the Lake County Recorder, lying within the Northeast Quarter of Section 5, Township 34 North, Range 8 West of the Second Principal Meridian, which part of said lots is more particularly described as follows: Beginning at a point in the center line of Merrillville Road that is 391.69 feet Southwesterly of the North line of the Northeast Quarter of said Section 5, as measured along the center line of said road, said point also being 370 feet South of the North line of the Northeast Quarter of said Section 5, measured at right angles thereto; thence South 19°09'30" West, along the center line of Merrillville Road, 317.59 feet; thence

29030748300
LAKE COUNTY RECORDER



FILED
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JUL 18 2003

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

001386

16-1
CASH

Return To:

City of Crown Point

Clerk-Treasurer

101 North East Street

Crown Point, IN 46307

South 90°00'00" West, 327.54 feet; thence North 00°00'00" East, 300 feet; thence North 90°00'00" East, 431.77 feet to the Point of Beginning, all in the City of Crown Point, Lake County, Indiana.

1. This indenture is not intended to and shall not be construed as surrendering, waiving or affecting in any way GRANTOR'S rights of access to and from the EASEMENT REAL ESTATE, subject to the ordinances, regulations, standards and specifications of the City of Crown Point.

2. This indenture shall be binding until specifically vacated by legally constituted authority. Upon such vacation, in whole or in part, the portion thereof so vacated shall revert to the owner of the fee simple title thereof, subject only to the rights of public utilities within the EASEMENT REAL ESTATE or to the rights of governmental agencies having facilities within the EASEMENT REAL ESTATE.

3. GRANTOR agrees that GRANTEE is not, as a condition of this grant, required to improve the EASEMENT REAL ESTATE. GRANTOR and GRANTEE agree that after improvement of all or a portion of the EASEMENT REAL ESTATE, the rights herein shall not lapse by reason of non-use.

4. Until such time as GRANTEE takes possession of said EASEMENT REAL ESTATE, the owner of the fee simple thereof, and those claiming through said owner, reserve the right to use said real estate for any legal purpose not inconsistent with this grant; however, said owner, and those claiming through said owner or GRANTOR, shall not create, transfer or grant any indenture, easement, license or other property interests affecting the EASEMENT REAL ESTATE to a third party and shall not construct or cause to have constructed or allow any construction of any structures on the EASEMENT REAL ESTATE, without the written consent of the GRANTEE. Said indentures, easements, licenses or other property interests, if consented to by GRANTEE, shall expire upon the taking of possession by GRANTEE. GRANTOR, owner and those claiming through said owner or GRANTOR, shall not be eligible to demand or receive any compensation for surrender of possession when GRANTEE shall take possession thereof.

5. It is understood and agreed that all provisions of this grant are stated herein and that no verbal agreements or promises are binding. GRANTOR further assumes and agrees to pay all taxes or assessments now due on the EASEMENT REAL ESTATE AND agrees to continue to pay all taxes or assessments which will become due in the future.

6. GRANTOR covenants and represents that to the best of its knowledge the EASEMENT REAL ESTATE is not presently subject to any federal, Indiana or other state or local environmentally related lien, proceeding, claim, liability or action; or the threat or likelihood thereof. GRANTOR agrees that between GRANTOR and GRANTEE, the acceptance of this grant by GRANTEE shall not increase the liability of GRANTEE for environmentally related claims arising from or related to conditions on the EASEMENT REAL ESTATE prior to the acceptance of this grant.

7. The undersigned authorized representative of GRANTOR being duly sworn, says that GRANTOR is the sole owner of the EASEMENT REAL ESTATE, and said GRANTOR further represents there are no indentures, easements or licenses of any kind or character on the EASEMENT REAL ESTATE, and said GRANTOR further represents there are no other encumbrances, leases, liens or options of any kind or character on the EASEMENT REAL ESTATE as granted and that GRANTOR makes these representations for the purpose of inducing the City to accept this indenture.

8. This indenture shall run with the EASEMENT REAL ESTATE, be a burden upon the EASEMENT REAL ESTATE and shall be binding upon all GRANTEES, successors and assigns of GRANTOR and of GRANTEE.

9. By acceptance of this indenture, GRANTEE acknowledges that GRANTOR shall have no obligation, other than those required by law, to repair or maintain any public street or other public improvement hereafter located upon the EASEMENT REAL ESTATE.

10. This indenture shall be governed by and construed and enforced in accordance with the laws of the State of Indiana and shall become effective and binding from and after its acceptance by GRANTEE. Further, the GRANTEE acknowledges that the grant made herein, if accepted by GRANTEE, shall be full satisfaction of the undertaking, related to the dedication of the public right-of-way, of the GRANTOR, to the City of Crown Point, or its predecessors, in connection with such property.

11. GRANTOR covenants that GRANTOR is the owner in fee simple of the EASEMENT REAL ESTATE, is lawfully seized thereof and has good right to grant and convey the foregoing grant of right-of-way. GRANTOR affirms that no unauthorized alterations of this document have taken place and that the signatory below is fully and lawfully authorized by GRANTOR, without limitation, to execute this grant of easement for and on behalf of the GRANTOR.

IN WITNESS WHEREOF, the following authorized representative of GRANTOR has set their hand and seal this _____ day of May, 2003.

GRANTOR: By: *Doreen J Burrell Alice M Burrell*

Title: OWNERS

STATE OF INDIANA)

COUNTY OF LAKE)

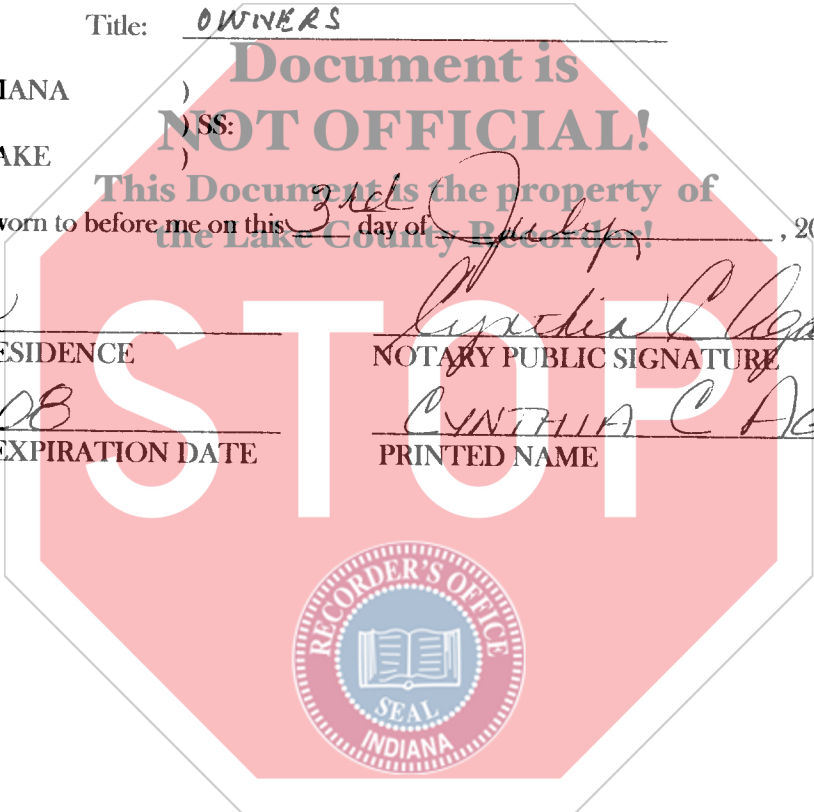
Subscribed and sworn to before me on this *3rd* day of *July*, 2003.

Lake
COUNTY OF RESIDENCE

Cynthia C Agans
NOTARY PUBLIC SIGNATURE

5-11-08
COMMISSION EXPIRATION DATE

CYNTHIA C AGANS
PRINTED NAME



Accepted by and for the City of Crown Point, Indiana by the Crown Point Board of Public Works and Safety by motion duly made and adopted on the 9th day of July, 2003.

James D. Metros
James D. Metros, Mayor

John C. Mullin's
Member

Attest: Tamara Jo Lambert, Deputy Clerk-Treasurer Member
~~Janis Flutka, Clerk-Treasurer~~
Tamara Jo Lambert, Deputy Clerk-Treasurer

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

Subscribed and sworn to me this 17th day of July, 2003.

Parke

COUNTY OF RESIDENCE

Andrea Holtz

NOTARY PUBLIC SIGNATURE

1-30-2008

COMMISSION EXPIRATION DATE

ANDREA HOLTE

PRINTED NAME

