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## AGREEMENT FOR EASEMENT

THIS AGREEMENT is made on April 5, 2004, by and between Russell Parish, (Grantor), and Diamond Enterprises, Inc., (Grantee).

### Recitals

(1) Grantor is the owner of certain real property commonly known as 7841 Burr Street, Schererville, Indiana. (Servient Estate).

(2) Grantee is the owner of certain real property commonly known as 7840 Hanley Place, Schererville, Indiana. (Dominant Estate).

(3) Grantee desires to acquire certain rights in the Servient Estate.

IT IS THEREFORE AGREED:

### Grant of Easement

(1) For valuable consideration, Grantor grants to Grantee an easement on and across the following-described portion of the Servient Estate:

*The North 10 feet of the East 50.6 feet of the West 290.6 feet of the following described parcel: Part of the Northwest Quarter of the Northeast Quarter (NW. 1/4, NE. 1/4) of Section 24, Township 35 North, Range 9 West of the Second Principal Meridian, being more particularly described as follows: Beginning at a point on the West Line of said NW 1/4, NE. 1/4, that is 400 feet North of the Southwest corner thereof; thence North, along the West line of said NW. 1/4, NE. 1/4, a distance of 100 feet; thence East 435.60 feet; thence South 100 feet; thence West 435.60 feet to the Point of Beginning, all in the Town of Schererville, Lake County, Indiana.*

### Character of Easement

(2) 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 a utility easement for access to utilities on the Dominant Estate.

### Duration and Binding Effect

(3) The easement shall endure perpetually.

### Purpose of Easement

(4) The easement shall be used only for the purpose of allowing access to and placement of utilities.

### Limitations

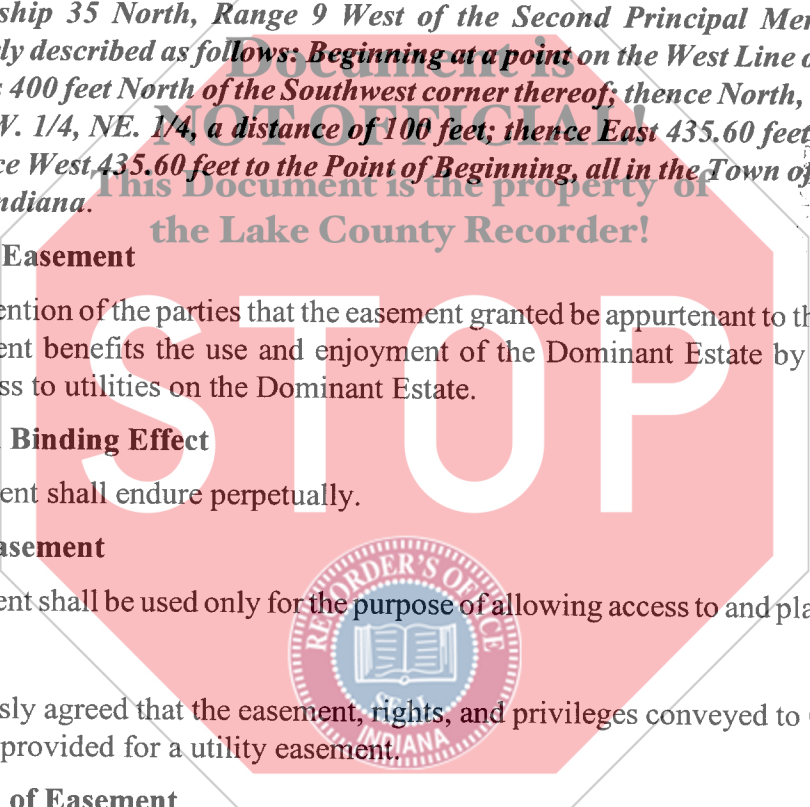
(5) It is expressly agreed that the easement, rights, and privileges conveyed to Grantee are limited to that commonly provided for a utility easement.

### Exclusiveness of Easement

(6) The easement, rights and privileges granted by this easement are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant.

**FILED**  
MAY 18 2004  
KEY 13-786-1  
STEPHEN R. STIGLICH  
LAKE COUNTY AUDITOR

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MAY 18 2004

### **Grantor's Rights**

(7) Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the land subject to this easement for any and all purposes that do not interfere with or prevent Grantee's use of the easement.

### **Grantee's Rights and Duties**

(8) Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees or 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.

### **Construction of Facilities**

(9) In addition to the easement, rights, and privileges, Grantee shall have the right to use as much of the surface of the Servient Estate as may be reasonably necessary to construct and install within the easement the facilities contemplated by this grant. On the completion of construction and installation, Grantee shall replace and restore all fences, walls, or other structures that have been relocated or removed during the construction period, and Grantee shall pay Grantor reasonable compensation for any fences, walls, or structures that are not replaceable and for any vegetation and crops that have been damaged or destroyed during construction. On termination of the easement, any facilities constructed by Grantee shall belong to Grantor.

### **Termination**

(10) 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, his heirs, 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.

### **Failure to Perform**

(11) 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 the easement shall be of no further effect. In that case, within 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 documents, Grantor shall be entitled to bring an action for the purpose of declaring the easement to be terminated.

### **Entire Agreement**

(12) 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 modification of this Agreement must be in writing and must be signed by both parties.

### **Attorney's Fees**

(14) 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 8:45 A.M. on the day and year written above.

GRANTOR

Russell Parish  
RUSSELL PARISH

GRANTEE  
DIAMOND ENTERPRISES, INC.

Richard Clousing  
By: RICHARD CLOUSING, President

STATE OF INDIANA

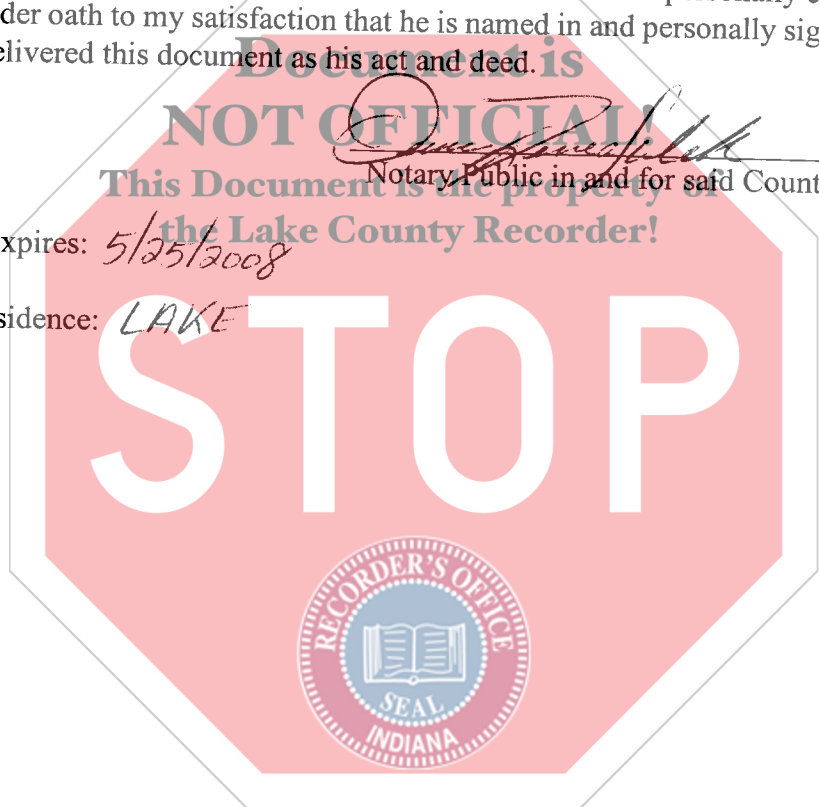
COUNTY OF LAKE

I certify that on the 6<sup>th</sup> day of April, 2004, RUSSELL PARISH personally came before me and acknowledged under oath to my satisfaction that he is named in and personally signed this document, and signed and delivered this document as his act and deed.

[Signature]  
Notary Public in and for said County and State  
the Lake County Recorder!

My Commision Expires: 5/25/2008

My County of Residence: LAKE



Prepared by Thomas C. O'Donnell, Attorney at Law 9729 Prairie Avenue, Highland, IN